

**CONDITIONS OF SALE for 3236 Elmae Drive, Lancaster, PA 17601
June 29th, 2023 at 6:00PM**

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down 10% of the purchase money as security for the performance of this agreement, which 10% shall be paid over to Sellers and not held in an escrow account. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold is more fully described in the deed attached hereto and has a mailing address of: 3236 Elmae Drive, Lancaster, PA 17601.

1A. A three (3%) percent Purchaser's Premium will be added to the "hammer price" (the amount of the highest accepted bid) and will be paid by the Purchaser at the time of settlement to Seller, in addition to the hammer price.

2. Purchaser shall pay the balance of the purchase money on or before 4:00 p.m. on August 14, 2023. Time is of the essence. Unless the settlement date is extended by written consent of Seller, failure to settle on or before settlement date shall constitute default without further notice of any kind. Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

3. Seller represents (i) that there are no pending and unsettled eminent domain proceedings, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-

used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises.

4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for premises is: Low Density Residential Zone.

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties and privileges thereto belonging are included in the sale. No personal property is included with this real estate.

8. At Settlement, the property and all of its fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

9. Formal tender of deed and purchase money is waived. Settlement shall be made at the office of Nikolaus & Hohenadel, LLP, in Lancaster, Elizabethtown, Columbia or Quarryville, PA unless another location is agreed to by the parties.

10. Seller agrees to continue in force the present fire insurance until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of deed or possession shall be credited upon the purchase money. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

11. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal

year basis.

12. Seller shall pay acknowledgments to the deed.

13. Buyer shall pay all real estate transfer taxes.

14. Water and Sewage treatment charges shall be paid by Seller to date of Settlement or prior receipt of possession by Purchaser. The property is serviced by public water and public sewer.

15. CONDITIONS OF PROPERTY AND FIXTURES; RESPA DISCLOSURES: At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Seller has no knowledge of any material defects in the Premises, including, by way of illustration and not limitation, the roof, basement, structure, plumbing, heating and air conditioning system (if any), electrical system, water supply system, sewage disposal system, land or soil, or any equipment and/or appliances included with the Premises. The Seller has no knowledge of the presence of termites or other wood destroying insects, the presence of any hazardous substances on the Premises, or any flooding of the premises. The Seller has not conducted any investigation or inspection of the Premises in order to ascertain the presence of any potential problem or defect. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "**AS IS**" with no representation, guarantee or warranty regarding the condition of the premises, including, but not limited to, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for

the purchase of the premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such condition upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

Disclosure required by the Pennsylvania Real Estate Seller Disclosure Act is attached hereto.

16. LEAD BASE PAINT DISCLOSURE. The Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. The seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard.

Disclosure required is attached hereto.

The Purchaser agrees to take the Premises "**AS IS**" regarding lead-base paint and/or lead-based paint hazards.

17. Title to the premises is marketable and subject to matters, other than liens and encumbrances, of record in the Lancaster County Courthouse and apparent on the property.

18. Any "Disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

19. a. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (1) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or (2) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

b. This Agreement is not assignable by Purchaser without Seller(s) prior written consent. Any assignment may result

in additional transfer tax, which would be the sole responsibility of Buyer and Assignee.

Estate of Charlotte S. Lively

By: Chandelle R. Spayd, Executrix (SEAL)
Chandelle R. Spayd, Executrix

SELLER(S)

PURCHASER'S ACCEPTANCE

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary of any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is

DOLLARS (\$))

EXECUTED this day of , 2019.

Witness:

_____ (SEAL)

_____ (SEAL)

Purchaser (s)

Post Office address of Purchaser:

Township or Borough of Purchaser:

RECEIPT

Received of above Purchaser/s, on the date above mentioned on account of the purchase price

DOLLARS (\$) .

SELLER(S)

19246 FEB 20 1964

This Deed, Made this ____ 20th ____ day of ____ February ____ in the year
nineteen hundred and sixty-four (1964)

Between, SHER-WAL, INC., a Pennsylvania Corporation, of the Township of Manheim, County
of Lancaster and Commonwealth of Pennsylvania, party of the first part, _____
(hereinafter called the Grantor),

and RICHARD LIVELY and CHARLOTTE S. LIVELY, his wife, of the City of Lancaster, County of
Lancaster and Commonwealth of Pennsylvania, parties of the second part, _____
(hereinafter called the Grantee s),

Witnesseth, That in consideration of FOUR THOUSAND DOLLARS (\$4,000.00) Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and
convey unto the said Grantee s, as tenants by the entireties their heirs and assigns,

ALL THAT CERTAIN lot or piece of ground, situated on the southwest side of Elmae Drive,
in the Township of East Hempfield, County of Lancaster and Commonwealth of Pennsylvania,
being Lot No. 17, Section 3 on the Plan of Golden Acres Development, said plan being recorded
in Sub-Division Plan Book 15, page 39, bounded and described in accordance with surveys
made by J. Haines Shertzer, Registered Engineer, on October 14, 1961, as follows, to wit: _____

BEGINNING at a point on the southwest line of Elmae Drive, a corner of Lot No. 10;
thence extending along said southwest line of Elmae Drive, South 59 degrees 02 minutes East,
a distance of 109.52 feet to a point a corner of Lot No. 18; thence extending along said
Lot No. 18, South 30 degrees 38 minutes West, a distance of 118.19 feet to a point a corner
of Lot No. 12; thence extending along said Lot No. 12, North 51 degrees 52 minutes West, a
distance of 110.38 feet to a point a corner of the aforesaid Lot No. 10; thence extending
along said Lot No. 10, North 30 degrees 58 minutes East, a distance of 104.42 feet to a
point, the place of BEGINNING.

BEING Tract No. 2 of the same premises which A. Ray Parker and Elsie May Parker, his
wife, by their deed dated January 15, 1963 and recorded in the Office of the Recorder of
Deeds in and for the County of Lancaster in Deed Book I, Volume 52, page 65, granted and
conveyed unto Sher-Wal, Inc., a Pennsylvania Corporation, its successors and assigns.

UNDER AND SUBJECT to the restrictions, conditions, limitations, regulations and agree-
ments as set forth in a deed dated June 15, 1960 from A. Ray Parker and wife and John O.
Cochran and wife, to Clifford A. Creswell and Etta Creswell, his wife, recorded in the
aforesaid Recorder's Office in Deed Book N, Volume 49, page 251.



And the said Grantor does hereby covenant to and with the said Grantee as that _____ it
 the said Grantor _____ SHALL and WILL
 SPECIALLY _____ Warrant and forever Defend the herein above
 described premises, with the hereditaments and appurtenances, unto the said Grantee & their heirs
 and assigns, against the said Grantor and against every other person
 lawfully claiming or who shall hereafter claim the same or any part thereof,

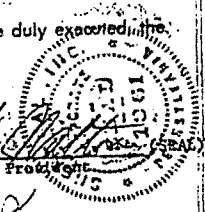
In Witness Whereof, the said Grantor has caused these presents to be duly executed in the
 day and year first above written.

Sealed and Delivered

In the Presence of
Louisa D. Pastorek

SHER-WAL, INC.

Charles H. Walton
 CHARLES H. WALTON, President



Robert B. Sherman (SEAL)
 Attest: ROBERT B. SHERMAN, Secretary

State of Pennsylvania
 County of Lancaster

On this, the 20th day of February 1964, before me, the
 undersigned officer, personally appeared Charles H. Walton who acknowledged
 himself to be the President of Sher-Wal, Inc.
 a corporation, and that he as such President, being authorized to do so, executed the
 foregoing instrument for the purposes therein contained by signing the name of the corporation by himself
 as President

In Witness Whereof, I hereunto set my hand and official seal.

Louisa D. Pastorek

MY COMMISSION EXPIRES
 SEPTEMBER 22, 1968
 42 EAST GRANGE ST.
 LANCASTER, PA.

19246

Deed

SHER-WAL, INC.

30

RICHARD LIVELY and CHARLOTTE
 S. LIVELY, his wife,

Premises: Lot No. 17, Section 3
 "Golden Acres", East Hempfield
 Twp., Lancaster, Pa.

The address of the within-named Grantee is:

527 West Orange Street, Lancaster, Pa.

Louisa D. Pastorek
 On behalf of Grantee.

STAMPS
 Pa. 40.00
 Pa. 4.40

Berks Title

INSURANCE COMPANY
 101 NORTH SIXTH STREET
 SEADING, PENNSYLVANIA

FEB 20 1964

STATE OF PENNSYLVANIA,
 COUNTY OF Lancaster

RECORDED on this 20th day of February A.D. 19 64
 in the Recorder's Office of the said County in Book I Vol. 53
 page 711

GIVEN under my hand the seal of the said office, the date above written.

Recorder.

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 PROPERTY 3236 Elmae Drive Lancaster, PA 17601
2 SELLER

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known material defects about the property being sold that are not readily observable. A material defect
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is not a substitute for any
14 inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-
15 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers
18 are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
20 2. Transfers as a result of a court order.
21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
22 4. Transfers from a co-owner to one or more other co-owners.
23 5. Transfers made to a spouse or direct descendant.
24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
26 liquidation.
27 8. Transfers of a property to be demolished or converted to non-residential use.
28 9. Transfers of unimproved real property.
29 10. Transfers of new construction that has never been occupied and:
30 a. The buyer has received a one-year warranty covering the construction;
31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
32 building code; and
33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. This duty continues until the date of settlement.

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

39 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
40 to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known
41 material defect(s) of the Property.

42 Chardelle B Spayd, Executrix DATE 06/14/2023

43 Seller's Initials CBS / Date 06/14/2023 SPD Page 1 of 11 Buyer's Initials / Date



44 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?
 51 Explain any "yes" answers in Section 1: _____
 52 _____

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| A | | | | |
| B | | | | |
| C | | | | |

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) Occupancy
 55 1. When was the Property most recently occupied? _____
 56 2. By how many people? _____
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____
 59 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? _____
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
 66 _____
 67 Explain Section 2 (if needed): _____
 68 _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| B4 | | | | |
| C | | | | |

69 **3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS**

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) Type. Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community _____
 77 (C) If "yes," how much are the fees? \$ _____, paid (Monthly)(Quarterly)(Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name: _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| B4 | | | | |
| C | | | | |
| D | | | | |
| E1 | | | | |
| E2 | | | | |
| E3 | | | | |
| E4 | | | | |
| F | | | | |

86 *Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration*
 87 *(other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,*
 88 *cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition*
 89 *to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-*
 90 *tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

91 **4. ROOFS AND ATTIC**

- 92 (A) Installation
 93 1. When was or were the roof or roofs installed? _____
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?
 95 (B) Repair
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) Issues
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| B1 | | | | |
| B2 | | | | |
| C1 | | | | |
| C2 | | | | |
| C3 | | | | |

103 Seller's Initials MS Date 06/14/2023 SPD Page 2 of 11 Buyer's Initials _____ / Date _____

104 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,
 107 the name of the person or company who did the repairs and the date they were done: _____
 108

109 **5. BASEMENTS AND CRAWL SPACES**

110 (A) Sump Pump

- 111 1. Does the Property have a sump pit? If "yes," how many? _____ A1
- 112 2. Does the Property have a sump pump? If "yes," how many? _____ A2
- 113 3. If it has a sump pump, has it ever run? _____ A3
- 114 4. If it has a sump pump, is the sump pump in working order? _____ A4

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |

115 (B) Water Infiltration

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
 117 ment or crawl space? _____ B1
- 118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
 119 basement or crawl space? _____ B2
- 120 3. Are the downspouts or gutters connected to a public sewer system? _____ B3

121 Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,
 122 the name of the person or company who did the repairs and the date they were done: _____
 123
 124

125 **6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

126 (A) Status

- 127 1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the
 128 Property? _____ A1
- 129 2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? _____ A2

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| B1 | | | | |
| B2 | | | | |

130 (B) Treatment

- 131 1. Is the Property currently under contract by a licensed pest control company? _____ B1
- 132 2. Are you aware of any termite/pest control reports or treatments for the Property? _____ B2

133 Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: _____
 134
 135

136 **7. STRUCTURAL ITEMS**

137 (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,
 138 foundations, or other structural components? _____ A

139 (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on
 140 the Property? _____ B

141 (C) Are you aware of any past or present water infiltration in the house or other structures, other than the
 142 roof(s), basement or crawl space(s)? _____ C

143 (D) Stucco and Exterior Synthetic Finishing Systems

- 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
 145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone? _____ D1
- 146 2. If "yes," indicate type(s) and location(s) _____ D2
- 147 3. If "yes," provide date(s) installed _____ D3

148 (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? _____ E

149 (F) Are you aware of any defects (including stains) in flooring or floor coverings? _____ F

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A | | | | |
| B | | | | |
| C | | | | |
| D1 | | | | |
| D2 | | | | |
| D3 | | | | |
| E | | | | |
| F | | | | |

150 Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,
 151 the name of the person or company who did the repairs and the date the work was done: _____
 152

153 **8. ADDITIONS/ALTERATIONS**

154 (A) Have any additions, structural changes or other alterations (including remodeling) been made to the
 155 Property during your ownership? Itemize and date all additions/alterations below. _____ A

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| A | | | | |

| Addition, structural change or alteration (continued on following page) | Approximate date of work | Were permits obtained? (Yes/No/Unk/NA) | Final inspections/ approvals obtained? (Yes/No/Unk/NA) |
|--|-----------------------------|--|--|
| | | | |
| | | | |

161 Seller's Initials OPS / _____ Date 06/14/2023 SPD Page 3 of 11 Buyer's Initials _____ / _____ Date _____

162 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

| 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 |
|---|-----|--------------------------|--|--|-----|-----|-----|-----|
| Addition, structural change or alteration | | Approximate date of work | Were permits obtained? (Yes/No/Unk/NA) | Final inspections/ approvals obtained? (Yes/No/Unk/NA) | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

173 A sheet describing other additions and alterations is attached.

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 175 codes? If "yes," explain: _____

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |

176 *Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and*
 177 *altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work*
 178 *and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-*
 179 *grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine*
 180 *if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous*
 181 *owners without a permit or approval.*

182 *Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for*
 183 *drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-*
 184 *vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan*
 185 *to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your*
 186 *ability to make future changes.*

187 **9. WATER SUPPLY**

188 (A) Source. Is the source of your drinking water (check all that apply):

189 1. Public

190 2. A well on the Property

191 3. Community water

192 4. A holding tank

193 5. A cistern

194 6. A spring

195 7. Other _____

196 8. If no water service, explain: _____

197 (B) General

198 1. When was the water supply last tested? _____

199 Test results: _____

200 2. Is the water system shared?

201 If "yes," is there a written agreement? _____

202 4. Do you have a softener, filter or other conditioning system?

203 5. Is the softener, filter or other treatment system leased? From whom? _____

204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"

205 explain: _____

206 (C) Bypass Valve (for properties with multiple sources of water)

207 1. Does your water source have a bypass valve?

208 2. If "yes," is the bypass valve working?

209 (D) Well

210 1. Has your well ever run dry?

211 2. Depth of well: _____

212 3. Gallons per minute: _____, measured on (date) _____

213 4. Is there a well that is used for something other than the primary source of drinking water?

214 If "yes," explain: _____

215 5. If there is an unused well, is it capped?

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| A5 | | | | |
| A6 | | | | |
| A7 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| B4 | | | | |
| B5 | | | | |
| B6 | | | | |
| C1 | | | | |
| C2 | | | | |
| D1 | | | | |
| D2 | | | | |
| D3 | | | | |
| D4 | | | | |
| D5 | | | | |

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217 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

| (E) Issues | | Yes | No | Unk | N/A |
|------------|---|-----|----|-------------------------------------|-----|
| 219 | 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items? | | | <input checked="" type="checkbox"/> | |
| 220 | | | | | |
| 221 | 2. Have you ever had a problem with your water supply? | | | | |
| 222 | | | | | |

223 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____
 224
 225

226 **10. SEWAGE SYSTEM**

| (A) General | | Yes | No | Unk | N/A |
|-------------|---|-----|----|-----|-------------------------------------|
| 227 | 1. Is the Property served by a sewage system (public, private or community)? | | | | <input checked="" type="checkbox"/> |
| 228 | 2. If "no," is it due to unavailability or permit limitations? | | | | |
| 229 | 3. When was the sewage system installed (or date of connection, if public)? _____ | | | | |
| 230 | 4. Name of current service provider, if any: _____ | | | | |

| (B) Type Is your Property served by: | | Yes | No | Unk | N/A |
|--------------------------------------|--|-----|----|-----|-----|
| 231 | 1. Public | | | | |
| 232 | 2. Community (non-public) | | | | |
| 233 | 3. An individual on-lot sewage disposal system | | | | |
| 234 | 4. Other, explain: _____ | | | | |

| (C) Individual On-lot Sewage Disposal System. (check all that apply): | | Yes | No | Unk | N/A |
|---|--|-----|----|-----|-----|
| 235 | 1. Is your sewage system within 100 feet of a well? | | | | |
| 236 | 2. Is your sewage system subject to a ten-acre permit exemption? | | | | |
| 237 | 3. Does your sewage system include a holding tank? | | | | |
| 238 | 4. Does your sewage system include a septic tank? | | | | |
| 239 | 5. Does your sewage system include a drainfield? | | | | |
| 240 | 6. Does your sewage system include a sandmound? | | | | |
| 241 | 7. Does your sewage system include a cesspool? | | | | |
| 242 | 8. Is your sewage system shared? | | | | |
| 243 | 9. Is your sewage system any other type? Explain: _____ | | | | |
| 244 | 10. Is your sewage system supported by a backup or alternate system? | | | | |

| (D) Tanks and Service | | Yes | No | Unk | N/A |
|-----------------------|---|-----|----|-----|-----|
| 245 | 1. Are there any metal/steel septic tanks on the Property? | | | | |
| 246 | 2. Are there any cement/concrete septic tanks on the Property? | | | | |
| 247 | 3. Are there any fiberglass septic tanks on the Property? | | | | |
| 248 | 4. Are there any other types of septic tanks on the Property? Explain _____ | | | | |
| 249 | 5. Where are the septic tanks located? _____ | | | | |
| 250 | 6. When were the tanks last pumped and by whom? _____ | | | | |

| (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic | | Yes | No | Unk | N/A |
|--|--|-----|----|-----|-----|
| 251 | 1. Are you aware of any abandoned septic systems or cesspools on the Property? | | | | |
| 252 | 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance? | | | | |

| (F) Sewage Pumps | | Yes | No | Unk | N/A |
|------------------|--|-----|----|-----|-----|
| 253 | 1. Are there any sewage pumps located on the Property? | | | | |
| 254 | 2. If "yes," where are they located? _____ | | | | |
| 255 | 3. What type(s) of pump(s)? _____ | | | | |
| 256 | 4. Are pump(s) in-working order? | | | | |
| 257 | 5. Who is responsible for maintenance of sewage pumps? _____ | | | | |

| (G) Issues | | Yes | No | Unk | N/A |
|------------|--|-----|----|-----|-----|
| 258 | 1. How often is the on-lot sewage disposal system serviced? _____ | | | | |
| 259 | 2. When was the on-lot sewage disposal system last serviced and by whom? _____ | | | | |
| 260 | 3. Is any waste water piping not connected to the septic/sewer system? | | | | |
| 261 | 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? | | | | |

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275 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 Explain any "yes" answers in Section 10, Include the location and extent of any problem(s) and any repair or remediation ef-
 278 forts, the name of the person or company who did the repairs and the date the work was done: _____
 279

280 **11. PLUMBING SYSTEM**

281 (A) Material(s). Are the plumbing materials (check all that apply):

- 282 1. Copper
- 283 2. Galvanized
- 284 3. Lead
- 285 4. PVC
- 286 5. Polybutylene pipe (PB)
- 287 6. Cross-linked polyethylene (PEX)
- 288 7. Other _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| A5 | | | | |
| A6 | | | | |
| A7 | | | | |
| B | | | | |

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

291 If "yes," explain: _____
 292

293 **12. DOMESTIC WATER HEATING**

294 (A) Type(s). Is your water heating (check all that apply):

- 295 1. Electric
- 296 2. Natural gas
- 297 3. Fuel oil
- 298 4. Propane
- 299 If "yes," is the tank owned by Seller?
- 300 5. Solar
- 301 If "yes," is the system owned by Seller?
- 302 6. Geothermal
- 303 7. Other _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| A5 | | | | |
| A6 | | | | |
| A7 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| C | | | | |

304 (B) System(s)

- 305 1. How many water heaters are there? _____
 306 Tanks _____ Tankless _____
- 307 2. When were they installed? _____
- 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?

310 If "yes," explain: _____
 311

312 **13. HEATING SYSTEM**

313 (A) Fuel Type(s). Is your heating source (check all that apply):

- 314 1. Electric
- 315 2. Natural gas
- 316 3. Fuel oil
- 317 4. Propane
- 318 If "yes," is the tank owned by Seller?
- 319 5. Geothermal
- 320 6. Coal
- 321 7. Wood
- 322 8. Solar shingles or panels
- 323 If "yes," is the system owned by Seller?
- 324 9. Other: _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| A5 | | | | |
| A6 | | | | |
| A7 | | | | |
| A8 | | | | |
| A9 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| B4 | | | | |
| B5 | | | | |
| B6 | | | | |
| B7 | | | | |

325 (B) System Type(s) (check all that apply):

- 326 1. Forced hot air
- 327 2. Hot water
- 328 3. Heat pump
- 329 4. Electric baseboard
- 330 5. Steam
- 331 6. Radiant flooring
- 332 7. Radiant ceiling

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334 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

| | Yes | No | Unk | N/A |
|--|-----|----|-----|-----|
| 336 8. Pellet stove(s) | | | | |
| 337 How many and location? _____ | | | | |
| 338 9. Wood stove(s) | | | | |
| 339 How many and location? _____ | | | | |
| 340 10. Coal stove(s) | | | | |
| 341 How many and location? _____ | | | | |
| 342 11. Wall-mounted split system(s) | | | | |
| 343 How many and location? _____ | | | | |
| 344 12. Other: _____ | | | | |
| 345 13. If multiple systems, provide locations _____ | | | | |
| 346 _____ | | | | |
| 347 (C) Status | | | | |
| 348 1. Are there any areas of the house that are not heated? | | | | |
| 349 If "yes," explain: _____ | | | | |
| 350 2. How many heating zones are in the Property? _____ | | | | |
| 351 3. When was each heating system(s) or zone installed? _____ | | | | |
| 352 4. When was the heating system(s) last serviced? _____ | | | | |
| 353 5. Is there an additional and/or backup heating system? If "yes," explain: _____ | | | | |
| 354 _____ | | | | |
| 355 6. Is any part of the heating system subject to a lease, financing or other agreement? | | | | |
| 356 If "yes," explain: _____ | | | | |
| 357 (D) Fireplaces and Chimneys | | | | |
| 358 1. Are there any fireplaces? How many? _____ | | | | |
| 359 2. Are all fireplaces working? _____ | | | | |
| 360 3. Fireplace types (wood, gas, electric, etc.): _____ | | | | |
| 361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? | | | | |
| 362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)? | | | | |
| 363 6. How many chimneys? _____ | | | | |
| 364 7. When were they last cleaned? _____ | | | | |
| 365 8. Are the chimneys working? If "no," explain: _____ | | | | |
| 366 (E) Fuel Tanks | | | | |
| 367 1. Are you aware of any heating fuel tank(s) on the Property? | | | | |
| 368 2. Location(s), including underground tank(s): _____ | | | | |
| 369 3. If you do not own the tank(s), explain: _____ | | | | |
| 370 (F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," | | | | |
| 371 explain: _____ | | | | |
| 372 14. AIR CONDITIONING SYSTEM | | | | |
| 373 (A) Type(s). Is the air conditioning (check all that apply): | | | | |
| 374 1. Central air | | | | |
| 375 a. How many air conditioning zones are in the Property? _____ | | | | |
| 376 b. When was each system or zone installed? _____ | | | | |
| 377 c. When was each system last serviced? _____ | | | | |
| 378 2. Wall units | | | | |
| 379 How many and the location? _____ | | | | |
| 380 3. Window units | | | | |
| 381 How many? _____ | | | | |
| 382 4. Wall-mounted split units | | | | |
| 383 How many and the location? _____ | | | | |
| 384 5. Other _____ | | | | |
| 385 6. None _____ | | | | |
| 386 (B) Are there any areas of the house that are not air conditioned? | | | | |
| 387 If "yes," explain: _____ | | | | |
| 388 (C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____ | | | | |
| 389 _____ | | | | |

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391 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

- 394 (A) Type(s)
- 395 1. Does the electrical system have fuses?
- 396 2. Does the electrical system have circuit breakers?
- 397 3. Is the electrical system solar powered?
- 398 a. If "yes," is it entirely or partially solar powered? _____
- 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____
- 401 (B) What is the system amperage? _____
- 402 (C) Are you aware of any knob and tube wiring in the Property?
- 403 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____
- 404 _____

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| 3a | | | | |
| 3b | | | | |
| B | | | | |
| C | | | | |
| D | | | | |

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 (A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 (B) Are you aware of any problems or repairs needed to any of the following:

| Item | Yes | No | N/A | Item | Yes | No | N/A |
|-----------------------------|-----|----|-----|---------------------------|-----|----|-----|
| A/C window units | | | | Pool/spa heater | | | |
| Attic fan(s) | | | | Range/oven | | | |
| Awnings | | | | Refrigerator(s) | | | |
| Carbon monoxide detectors | | | | Satellite dish | | | |
| Ceiling fans | | | | Security alarm system | | | |
| Deck(s) | | | | Smoke detectors | | | |
| Dishwasher | | | | Sprinkler automatic timer | | | |
| Dryer | | | | Stand-alone freezer | | | |
| Electric animal fence | | | | Storage shed | | | |
| Electric garage door opener | | | | Trash compactor | | | |
| Garage transmitters | | | | Washer | | | |
| Garbage disposal | | | | Whirlpool/tub | | | |
| In-ground lawn sprinklers | | | | Other: | | | |
| Intercom | | | | 1. | | | |
| Interior fire sprinklers | | | | 2. | | | |
| Keyless entry | | | | 3. | | | |
| Microwave oven | | | | 4. | | | |
| Pool/spa accessories | | | | 5. | | | |
| Pool/spa cover | | | | 6. | | | |

431 (C) Explain any "yes" answers in Section 16: _____

432 _____

433 **17. POOLS, SPAS AND HOT TUBS**

- 434 (A) Is there a swimming pool on the Property? If "yes,"
- 435 1. Above-ground or in-ground? _____
- 436 2. Saltwater or chlorine? _____
- 437 3. If heated, what is the heat source? _____
- 438 4. Vinyl-lined, fiberglass or concrete-lined? _____
- 439 5. What is the depth of the swimming pool? _____
- 440 6. Are you aware of any problems with the swimming pool?
- 441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
 442 lighting, pump, etc.)?

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A | | | | |
| A1 | | | | |
| A2 | | | | |
| A3 | | | | |
| A4 | | | | |
| A5 | | | | |
| A6 | | | | |
| A7 | | | | |
| B | | | | |
| B1 | | | | |
| B2 | | | | |

- 443 (B) Is there a spa or hot tub on the Property?
- 444 1. Are you aware of any problems with the spa or hot tub?
- 445 2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets,
 446 cover, etc.)?

447 (C) Explain any problems in Section 17: _____

448 _____

450 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 18. WINDOWS

- 453 (A) Have any windows or skylights been replaced during your ownership of the Property? A
- 454 (B) Are you aware of any problems with the windows or skylights? B

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |
| | | | |

455 Explain any "yes" answers in Section 18, Include the location and extent of any problem(s) and any repair, replacement or
 456 remediation efforts, the name of the person or company who did the repairs and the date the work was done:
 457 _____

458 19. LAND/SOILS

- 459 (A) Property
- 460 1. Are you aware of any fill or expansive soil on the Property? A1
- 461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
 462 stability problems that have occurred on or affect the Property? A2
- 463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
 464 spread on the Property? A3
- 465 4. Have you received written notice of sewage sludge being spread on an adjacent property? A4
- 466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
 467 the Property? A5

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

468 *Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence*
 469 *damage may occur and further information on mine subsidence insurance are available through Department of Environmental*
 470 *Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

471 (B) Preferential Assessment and Development Rights

- 472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
 473 opment rights under the:
- 474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program) B1
- 475 2. Open Space Act - 16 P.S. §11941, et seq. B2
- 476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) B3
- 477 4. Any other law/program: _____ B4

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |

478 *Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under*
 479 *which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any*
 480 *agricultural operations covered by the Act operate in the vicinity of the Property.*

481 (C) Property Rights

- 482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
 483 previous owner of the Property):
- 484 1. Timber C1
- 485 2. Coal C2
- 486 3. Oil C3
- 487 4. Natural gas C4
- 488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
 489 _____ C5

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

490 *Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,*
 491 *engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of*
 492 *the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject*
 493 *to terms of those leases.*

494 Explain any "yes" answers in Section 19: _____
 495 _____

496 20. FLOODING, DRAINAGE AND BOUNDARIES

- 497 (A) Flooding/Drainage
- 498 1. Is any part of this Property located in a wetlands area? A1
- 499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? A2
- 500 3. Do you maintain flood insurance on this Property? A3
- 501 4. Are you aware of any past or present drainage or flooding problems affecting the Property? A4
- 502 5. Are you aware of any drainage or flooding mitigation on the Property? A5
- 503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
 504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
 505 pipe or other feature? A6
- 506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
 507 storm water for the Property? A7

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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509 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 510 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

511 Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-
 512 made storm water management features:
 513 _____

514 (B) Boundaries

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| 515 1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property? | | | | |
| 516 2. Is the Property accessed directly (without crossing any other property) by or from a public road? | | | | |
| 517 3. Can the Property be accessed from a private road or lane? | | | | |
| 518 a. If "yes," is there a written right of way, easement or maintenance agreement? | | | | |
| 519 b. If "yes," has the right of way, easement or maintenance agreement been recorded? | | | | |
| 520 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte- 521 nance agreements? | | | | |

522 *Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the ease-
 523 ments do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine
 524 the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in
 525 the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

526 Explain any "yes" answers in Section 20(B):
 527 _____

528 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

529 (A) Mold and Indoor Air Quality (other than radon)

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| 530 1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property? | | | | |
| 531 2. Other than general household cleaning, have you taken any efforts to control or remediate mold or 532 mold-like substances in the Property? | | | | |

533 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air
 534 quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this
 535 issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box
 536 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

537 (B) Radon

| | Yes | No | Unk | N/A |
|--|-----|----|-----|-----|
| 538 1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property? | | | | |
| 539 2. If "yes," provide test date and results _____ | | | | |
| 540 3. Are you aware of any radon removal system on the Property? | | | | |

541 (C) Lead Paint

542 If the Property was constructed, or if construction began, before 1978, you must disclose any knowl-
 543 edge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| 544 1. Are you aware of any lead-based paint or lead-based paint hazards on the Property? | | | | |
| 545 2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on 546 the Property? | | | | |

547 (D) Tanks

| | Yes | No | Unk | N/A |
|---|-----|----|-----|-----|
| 548 1. Are you aware of any existing underground tanks? | | | | |
| 549 2. Are you aware of any underground tanks that have been removed or filled? | | | | |

550 (E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?
 551 If "yes," location: _____

| | Yes | No | Unk | N/A |
|-----|-----|----|-----|-----|
| 552 | | | | |

553 (F) Other

| | Yes | No | Unk | N/A |
|--|-----|----|-----|-----|
| 554 1. Are you aware of any past or present hazardous substances on the Property (structure or soil) 555 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)? | | | | |
| 556 2. Are you aware of any other hazardous substances or environmental concerns that may affect the 557 Property? | | | | |
| 558 3. If "yes," have you received written notice regarding such concerns? | | | | |
| 559 4. Are you aware of testing on the Property for any other hazardous substances or environmental 560 concerns? | | | | |

561 Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental
 562 issue(s): _____

563 22. MISCELLANEOUS

564 (A) Deeds, Restrictions and Title

| | Yes | No | Unk | N/A |
|--|-----|----|-----|-----|
| 565 1. Are there any deed restrictions or restrictive covenants that apply to the Property? | | | | |
| 566 2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property? | | | | |

567 Seller's Initials CS Date 06/14/2023 SPD Page 10 of 11 Buyer's Initials _____ / Date _____

568 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
 571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
 572 Property?

| | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| A3 | | | | |
| B1 | | | | |
| B2 | | | | |
| B3 | | | | |
| C1 | | | | |
| C2 | | | | |
| D1 | | | | |

573 (B) Financial

574 1. Are you aware of any public improvement, condominium or homeowner association assessments
 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
 576 fire ordinances or other use restriction ordinances that remain uncorrected?

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
 579 this sale?

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
 583 erty?

584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) Additional Material Defects

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
 587 closed elsewhere on this form?

588 *Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant*
 589 *adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a*
 590 *structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or*
 591 *subsystem is not by itself a material defect.*

592 2. After completing this form, if Seller becomes aware of additional information about the Property, including through
 593 inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the
 594 inspection report(s). These inspection reports are for informational purposes only.

595 Explain any "yes" answers in Section 22: _____
 596 _____

597 23. ATTACHMENTS

598 (A) The following are part of this Disclosure if checked:

- 599 Seller's Property Disclosure Statement Addendum (PAR Form SDA)
 600 _____
 601 _____
 602 _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
 604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
 605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
 606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
 607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Chandelle B Spayd, Executrix DATE 06/14/2023
 609 SELLER _____ DATE _____
 610 SELLER _____ DATE _____
 611 SELLER _____ DATE _____
 612 SELLER _____ DATE _____
 613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

615 The undersigned Buyer acknowledges receipt of this Statement. Buyer acknowledges that this Statement is not a warranty and
 616 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's re-
 617 sponsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at
 618 Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619 BUYER _____ DATE _____
 620 BUYER _____ DATE _____
 621 BUYER _____ DATE _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 PROPERTY 3230 Elmae Dr. Lancaster, PA 17601
2 SELLER

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

11 SELLER'S DISCLOSURE
12 [initials] Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 ___ / ___ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

17 SELLER'S RECORDS/REPORTS
18 [initials] Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 ___ / ___ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
20 or about the Property. (List documents):

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
23 SELLER [signature] DATE 06/14/2023
24 SELLER DATE
25 SELLER DATE

26 BUYER
27 DATE OF AGREEMENT

28 BUYER'S ACKNOWLEDGMENT
29 ___ / ___ Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement.
30 ___ / ___ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.
32 Buyer has (initial one):
33 ___ / ___ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34 lead-based paint and/or lead-based paint hazards; or
35 ___ / ___ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.
38 BUYER DATE
39 BUYER DATE
40 BUYER DATE

41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION
42 ___ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.
44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
45 Seller Agent and Buyer Agent must both sign this form.

46 BROKER FOR SELLER (Company Name) DATE
47 LICENSEE DATE
48 BROKER FOR BUYER (Company Name) DATE
49 LICENSEE DATE

