

CONDITIONS OF SALE

The conditions of the present public sale, held this 15th day of August, 2024, are as follows:

1. **SELLER**: This sale is held on behalf of **Bonita L. Bowman** (hereinafter referred to as SELLER), the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold, hereinafter referred to as the Premises, is more particularly described as follows:

*882 Kimmerlings Road
Lebanon, Pennsylvania 17046
North Lebanon Township
Lebanon County, 1.14 Acres
Parcel I.D. # 27-2345146-381367-0000*

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Hess Auction Group, shall take bids upon the Premises and in the event the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the Premises being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down Ten (10%) Percent of the purchase price bid as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller and shall not be held in escrow. **THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be up for renewal bidding by the auctioneer.

5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof. If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional forty five

(45) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. **SETTLEMENT:** Settlement shall be held at the office of Miller Law Firm PC, 718 Poplar Street, Suite I, Lebanon, Pennsylvania 17042, or at such other place as Purchaser may elect in Lebanon County, on or before **September 29, 2024**, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. **COSTS:**

(a) Preparation of and acknowledgments to deeds shall be paid by Buyer.

(b) All required state and local realty transfer taxes shall be paid by Purchaser.

(c) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(d) Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.

(e) Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.

(f) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, notary fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller. Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

(g) If Purchaser elects to purchase title insurance with respect to the Premises, Purchaser shall, subject to the following sentence, purchase the Purchaser's Policy from the Closing Agent. In the event Purchaser desires to purchase title insurance from a title insurance company other than through the Closing Agent, Purchaser must provide written notice to Seller (with a copy to Closing Agent) of its intent to do so prior to September 29, 2024 (the "Title Company Notice"), identifying in such notice the proposed alternate title insurance company and including in such notice a check or wire confirmation representing payment of the Special Fee referred to below. Provided such Title Company Notice is timely delivered, Purchaser

may purchase title insurance on the conditions that (i) the alternate title insurance company is an industry recognized and reputable title insurance company as determined by Seller in its reasonable discretion (it being understood that if Seller does not reject such alternate title insurance company within five (5) business days of receipt of the Title Company Notice, such alternate insurer will be deemed to have met the foregoing standard), and (ii) Purchaser pays to Seller a non-refundable fee of \$675 (the "Special Fee") by good check or wire transfer together with the Title Company Notice (it being understood that such Special Fee is intended as a reasonable measure of reimbursement to Seller for time and costs incurred in causing the Commitment to be generated and for additional legal fees, time and overhead costs anticipated to be incurred in connection with the issuance of a policy by a title insurance company other than through the Closing Agent). In the event that Purchaser does not timely provide the Title Company Notice or either of the other conditions set forth above are not met, then if Purchaser desires to purchase title insurance it must do so from the Closing Agent, with all other terms of the Agreement remaining the same.

(h) 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. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

8. **INSURANCE**: Seller will continue in force the present insurance carried for the property until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the Purchase Price at settlement any insurance collected or collectible (either by Seller or any mortgagee or other loss-payee) therefor.

9. **SURVEY**: Any survey, if desired or required by Purchaser, shall be made at Purchaser's expense.

10. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than the Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligations to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

11. **CONDITION OF PROPERTY AND FIXTURES**: At settlement, the Premises

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 or Purchaser'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.

The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvements or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, 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 substance, 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. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer has made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions 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.

12. LEAD-BASED PAINT DISCLOSURE; WAIVER OF RISK ASSESSMENT:

This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The Purchaser has declined a risk assessment. As a result of the waiver of risk assessment, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

13. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements,

crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the Premises "AS IS", with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. Seller has informally represented the property is zoned residential. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER**: Formal tender of deed and purchase money are waived.

16. **INCLUSIONS WITH PREMISES**: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises. No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Possession shall be given to the Purchaser at settlement.

17. **EXCLUSIONS FROM PREMISES**: None.

18. **FIRE INSURANCE**: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

19. **PURCHASER'S DEFAULT**: In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

(a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is resold; and /or

(b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

Also, the sale of real estate shall not be contingent upon the Purchaser's ability to

obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser

20. **SUMMARY OF CONDITIONS:** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

21. **PARTIES BOUND:** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors and assigns.

22. **INTENT:** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

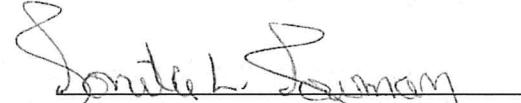
23. **BROKER PARTICIPATION:** If agent/real estate agent/broker registers the purchaser for the sale, the purchaser shall additionally pay to said broker, an agent premium equal to 1% of the purchase price. The seller shall have no obligation to pay any such premium to the purchaser's agent, irrespective of the seller's consent to participate and purchaser shall be solely responsible for the payment of their agent/broker's commission.

24. **OFFSITE BIDDING:** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:

- (a) Online bidders must register on HiBid.com in advance of the auction.
- (b) Successful bidder (telephone or online) must contact MILLER LAW FIRM PC within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at 718 POPLAR STREET, SUITE I, LEBANON, PA 17042.
- (c) Failure to contact MILLER LAW FIRM PC within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.
- (d) Prospective bidder accepts all terms herein.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

BY THE PROPERTY OWNER


By: Bonita L. Bowman

Attorney: Steven D.W. Miller, Esq.
Miller Law Firm, P.C.
718 Poplar Street, Suite I
Lebanon, PA 17042

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby acknowledges, that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions therein as set forth, for the sum _____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. **If I/we shall acquire possession of the premises before payment of the Purchase Money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against me/us, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.**

This warranty shall include a waiver of all appraisements, stay and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement this ____ day of August, 2024.

PURCHASERS:

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of

\$ _____.

PROPERTY OWNER

By: Bonita L. Bowman

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 882 Kimmerlings Road Lebanon PA 17046
2 SELLER Bonita L. Bowman Owner

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, 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 real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

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 inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect 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 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 of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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 property. Check unknown when the question does apply to the property but you are not sure of the answer.

Seller's Initials B L Date Aug 13 2024 SPD Page 1 of 10 Buyer's Initials / Date



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Yes	No	Unk	N/A
	X		
	X		
	X		

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
- (B) Is Seller the landlord for the property?
- (C) Is Seller a real estate licensee?

Explain any "yes" answers in section 1: _____

Yes	No	Unk	N/A
X			
X			
X			

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
 - 1. When was the property most recently occupied? 7/2024
 - 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
 - 3. How many persons most recently occupied the property? 2
- (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
 - 1. The owner
 - 2. The executor
 - 3. The administrator
 - 4. The trustee
 - 5. An individual holding power of attorney
- (C) When was the property purchased? 1990
- (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): _____

Yes	No	Unk	N/A
	X		
	X		
	X		
	X		

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

- (A) **Type.** Is the Property part of a(n):
 - 1. Condominium
 - 2. Homeowners association or planned community
 - 3. Cooperative
 - 4. Other type of association or community _____
- (B) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
- (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____
- (D) If "yes," provide the following information about the association:
 - 1. Community Name _____
 - 2. Contact _____
 - 3. Mailing Address _____
 - 4. Telephone Number _____
- (E) How much is the capital contribution/initiation fee? \$ _____

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

4. ROOF AND ATTIC

Yes	No	Unk	N/A
		X	
		X	
X			
	X		

- (A) **Installation**
 - 1. When was the roof installed? 20+ years
 - 2. Do you have documentation (invoice, work order, warranty, etc.)?
- (B) **Repair**
 - 1. Has the roof or any portion of it been replaced or repaired during your ownership?
 - 2. If it has been replaced or repaired, was the existing roofing material removed?
- (C) **Issues**
 - 1. Has the roof ever leaked during your ownership?
 - 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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5. BASEMENTS AND CRAWLSPACES

	Yes	No	Unk	N/A
1	X			
2	X			
3	X			
4	X			
1	X			
2	X			
3		X		

(A) Sump Pump

- Does the property have a sump pit? If yes, how many? 2
- Does the property have a sump pump? If yes, how many? 2
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

- Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public system?

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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

	Yes	No	Unk	N/A
1	X			
2	X			
1		X		
2		X		

(A) Status

- Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
- Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

- Is your property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: _____

7. STRUCTURAL ITEMS

	Yes	No	Unk	N/A
A	X			
B		X		
C		X		
1		X		
2		X		
3			X	
E		X		
F		X		

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

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

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

(D) Stucco and Exterior Synthetic Finishing Systems

- Is your property constructed with stucco?
- Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," when was it installed? _____

(E) Are you aware of any fire, storm, water or ice damage to the property?

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

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

8. ADDITIONS/ALTERATIONS

	Yes	No	Unk	N/A
A		X		
B		X		

(A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.

Yes	No	Unk	N/A
		X	
	X		
	X		

(B) What is the system amperage? _____

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. **The fact that an item is listed does not mean it is included in the Agreement of Sale.** Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

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

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: _____

Yes	No	Unk	N/A
	X		
	X		
	X		
	X		

17. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

Seller's Initials BB Date Aug 2024

Buyer's Initials _____ / _____ Date _____

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	Yes	No	Unk	N/A
1			X	
2			X	
3			X	
4			X	
1			X	
2			X	
3			X	
4			X	
5			X	

(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program: _____

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

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: _____

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

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

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

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19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
1	X			
2		X		
1		X		
2		X		

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

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

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

(B) Radon

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

2. Are you aware of any radon removal system on the property? If "yes" list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: 100+ years ago dumping on property

20. MISCELLANEOUS

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
1		X		
2		X		
3		X		

(A) Deeds, Restrictions and Title

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

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Yes	No	Unk	N/A
	X		
	X		
X			

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect 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 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 of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: Property is generally in disrepair
but being sold "AS IS"

21. ATTACHMENTS

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

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- _____
- _____
- _____

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER [Signature] DATE 8/13/24
 SELLER _____ DATE _____
 SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____