

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 21116 Marlin Cir, Shade Gap, PA 17255**

2 **SELLER Eldwin R. Eby, Jennifer L. Eby**

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 DATE _____

43 Seller's Initials EREJLE Date 9-3-22

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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: Built houses and construction
 52 Did a little work to property

	Yes	No	Unk	N/A
A	✓			
B	✓			
C		✓		

53 **2. OWNERSHIP/OCCUPANCY**

54 (A) Occupancy

55 1. When was the Property most recently occupied? 9-3-22

56 2. By how many people? 5

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:

67 Explain Section 2 (if needed):

	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 lock valley association

77 (C) If "yes," how much are the fees? \$ 125, 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: yearly work days

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 EREISLE Date 9-3-22 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

Spray for bees and bugs yearly

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 EREJLE Date 9-3-22 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.

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: _____ B

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 *vicious 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		✓		

216 Seller's Initials EREJLLE Date 9-3-22 SPD Page 4 of 11 Buyer's Initials / Date _____

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.**

219 (E) Issues

	Yes	No	Unk	N/A
220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?		✓		
221				
222 2. Have you ever had a problem with your water supply?		✓		
223				
224 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:				
225				

226 **10. SEWAGE SYSTEM**

227 (A) General

	Yes	No	Unk	N/A
228 1. Is the Property served by a sewage system (public, private or community)?	✓			
229 2. If "no," is it due to unavailability or permit limitations?		✓		
230 3. When was the sewage system installed (or date of connection, if public)?			✓	
231 4. Name of current service provider, if any:			✓	

232 (B) Type Is your Property served by:

233 1. Public		✓		
234 2. Community (non-public)		✓		
235 3. An individual on-lot sewage disposal system	✓			
236 4. Other, explain:		✓		

237 (C) Individual On-lot Sewage Disposal System. (check all that apply):

238 1. Is your sewage system within 100 feet of a well?	✓			
239 2. Is your sewage system subject to a ten-acre permit exemption?		✓		
240 3. Does your sewage system include a holding tank?	✓			
241 4. Does your sewage system include a septic tank?	✓			
242 5. Does your sewage system include a drainfield?	✓			
243 6. Does your sewage system include a sandmound?	✓			
244 7. Does your sewage system include a cesspool?		✓		
245 8. Is your sewage system shared?		✓		
246 9. Is your sewage system any other type? Explain:		✓		
247 10. Is your sewage system supported by a backup or alternate system?		✓		

248 (D) Tanks and Service

249 1. Are there any metal/steel septic tanks on the Property?		✓		
250 2. Are there any cement/concrete septic tanks on the Property?			✓	
251 3. Are there any fiberglass septic tanks on the Property?			✓	
252 4. Are there any other types of septic tanks on the Property? Explain	✓			
253 5. Where are the septic tanks located? <u>50 feet from cabin</u>				
254 6. When were the tanks last pumped and by whom?			✓	
255				

256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

257 1. Are you aware of any abandoned septic systems or cesspools on the Property?		✓		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?		✓		
259				

260 (F) Sewage Pumps

261 1. Are there any sewage pumps located on the Property?		✓		
262 2. If "yes," where are they located?			✓	
263 3. What type(s) of pump(s)?			✓	
264 4. Are pump(s) in working order?			✓	
265 5. Who is responsible for maintenance of sewage pumps?			✓	
266				

267 (G) Issues

268 1. How often is the on-lot sewage disposal system serviced?			✓	
269 2. When was the on-lot sewage disposal system last serviced and by whom?			✓	
270				
271 3. Is any waste water piping not connected to the septic/sewer system?			✓	
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?		✓		
273				

274 Seller's Initials ERE/JLE Date 9-7-22 SPD Page 5 of 11 Buyer's Initials / Date _____

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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. All questions must be answered.

Explain any "yes" answers in Section 10. 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: _____

11. PLUMBING SYSTEM

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

- 1. Copper
- 2. Galvanized
- 3. Lead
- 4. PVC
- 5. Polybutylene pipe (PB)
- 6. Cross-linked polyethylene (PEX)
- 7. Other _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

If "yes," explain: _____

12. DOMESTIC WATER HEATING

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

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
- If "yes," is the tank owned by Seller?
- 5. Solar
- If "yes," is the system owned by Seller?
- 6. Geothermal
- 7. Other _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) System(s)

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

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

If "yes," explain: _____

13. HEATING SYSTEM

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

- 1. Electric
- 2. Natural gas
- 3. Fuel oil
- 4. Propane
- If "yes," is the tank owned by Seller?
- 5. Geothermal
- 6. Coal
- 7. Wood
- 8. Solar shingles or panels
- If "yes," is the system owned by Seller?
- 9. Other: _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B7	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

- 1. Forced hot air
- 2. Hot water
- 3. Heat pump
- 4. Electric baseboard
- 5. Steam
- 6. Radiant flooring
- 7. Radiant ceiling

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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. All questions must be answered.

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8. Pellet stove(s)
How many and location? 1 - Basement

9. Wood stove(s)
How many and location? _____

10. Coal stove(s)
How many and location? _____

11. Wall-mounted split system(s)
How many and location? 1 - Dining Room

12. Other: _____

13. If multiple systems, provide locations _____

(C) Status

1. Are there any areas of the house that are not heated?
If "yes," explain: _____

2. How many heating zones are in the Property? _____

3. When was each heating system(s) or zone installed? _____

4. When was the heating system(s) last serviced? _____

5. Is there an additional and/or backup heating system? If "yes," explain: _____

6. Is any part of the heating system subject to a lease, financing or other agreement?
If "yes," explain: _____

(D) Fireplaces and Chimneys

1. Are there any fireplaces? How many? _____

2. Are all fireplaces working? _____

3. Fireplace types (wood, gas, electric, etc.): _____

4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? _____

5. Are there any chimneys (from a fireplace, water heater or any other heating system)? _____

6. How many chimneys? 2

7. When were they last cleaned? _____

8. Are the chimneys working? If "no," explain: _____

(E) Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the Property? _____

2. Location(s), including underground tank(s): _____

3. If you do not own the tank(s), explain: _____

(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air

a. How many air conditioning zones are in the Property? _____

b. When was each system or zone installed? _____

c. When was each system last serviced? _____

2. Wall units
How many and the location? Dinning Room

3. Window units
How many? Upstairs Bedroom

4. Wall-mounted split units
How many and the location? 1 - Dining Room

5. Other _____

6. None _____

(B) Are there any areas of the house that are not air conditioned?
If "yes," explain: _____

(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____

	Yes	No	Unk	N/A
B8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B11	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B12	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B13	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C6	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D7	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E3	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1c	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials EREJLE Date 9-3-22 SPD Page 7 of 11 Buyer's Initials 1 Date _____

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? 200
- 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 ehlorine? _____
- 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?

	Yes	No	Unk	N/A
A		✓		
B		✓		

454 (B) Are you aware of any problems with the windows or skylights?

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
A1		✓		
A2		✓		
A3		✓		
A4		✓		
A5		✓		

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: No renting on airbnb B4

	Yes	No	Unk	N/A
B1		✓		
B2		✓		
B3		✓		
B4	✓			

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: C5

	Yes	No	Unk	N/A
C1		✓		
C2		✓		
C3		✓		
C4		✓		
C5		✓		

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
A1		✓		
A2		✓		
A3		✓		
A4		✓		
A5		✓		
A6		✓		
A7		✓		

508 **Seller's Initials** EREJLE **Date** 9-3-22 **SPD Page 9 of 11** **Buyer's Initials** / **Date** _____

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

- 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?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		
B3	<input checked="" type="checkbox"/>			
3a			<input checked="" type="checkbox"/>	
3b			<input checked="" type="checkbox"/>	
B4		<input checked="" type="checkbox"/>		

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)

- 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?

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		

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

- 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?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2				
B3		<input checked="" type="checkbox"/>		

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.

- 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?

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		

547 (D) Tanks

- 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?

	Yes	No	Unk	N/A
D1		<input checked="" type="checkbox"/>		
D2		<input checked="" type="checkbox"/>		

550 (E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

551 If "yes," location: _____
 552

	Yes	No	Unk	N/A
E		<input checked="" type="checkbox"/>		

553 (F) Other

- 554 1. Are you aware of any past or present hazardous substances on the Property (structure or soil)
 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
 555 2. Are you aware of any other hazardous substances or environmental concerns that may affect the
 556 Property?
 557 3. If "yes," have you received written notice regarding such concerns?
 558 4. Are you aware of testing on the Property for any other hazardous substances or environmental
 559 concerns?

	Yes	No	Unk	N/A
F1		<input checked="" type="checkbox"/>		
F2		<input checked="" type="checkbox"/>		
F3		<input checked="" type="checkbox"/>		
F4		<input checked="" type="checkbox"/>		

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

562 22. MISCELLANEOUS

563 (A) Deeds, Restrictions and Title

- 564 1. Are there any deed restrictions or restrictive covenants that apply to the Property?
 565 2. Are you aware of any historic preservation restriction or ordinance or archeological designation
 566 associated with the Property?

	Yes	No	Unk	N/A
A1			<input checked="" type="checkbox"/>	
A2		<input checked="" type="checkbox"/>		

567 Seller's Initials EREJLE Date 9-7-22 SPD Page 10 of 11 Buyer's Initials / Date _____

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569

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. All questions must be answered.

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

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

(B) Financial

- 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?
- Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the Property during your ownership?

(C) Legal

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

- 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.
- 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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: _____

23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER _____ Eldwin R. Eby DATE 9-7-22
 SELLER Jennifer L. Eby Jennifer L. Eby DATE 9-7-22
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this 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 _____ TBD DATE _____
 BUYER _____ DATE _____
 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 21116 Marlin Cir, Shade Gap, PA 17255**
2 **SELLER Eldwin R. Eby, Jennifer L. Eby**

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 **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.)
16

17 **SELLER'S RECORDS/REPORTS**
18 **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): _____
21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.
23 **SELLER** Eldwin R. Eby **Eldwin R. Eby** DATE 9-3-22
24 **SELLER** Jennifer L. Eby **Jennifer L. Eby** DATE 9-3-22
25 **SELLER** _____ **DATE** _____

26 **BUYER TBD**
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** _____ **TBD 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)** Beiler-Campbell Realtors
47 **LICENSEE** J. Meryl Stoltzfus **J. Meryl Stoltzfus** DATE 9/7/2022
48 **BROKER FOR BUYER (Company Name)** _____
49 **LICENSEE** _____ **DATE** _____



LOCKE VALLEY
DECLARATION OF PROTECTIVE COVENANTS

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

- (1) The grantor hereby grants and conveys to the property owners, for their use forever, all the roads and right of ways shown on the attached plat or plan.
- (2) The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed Twenty-Five Dollars (\$25.00) per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said Twenty-Five Dollars (\$25.00) assessment shall become the obligation of the new owner(s).
- (3) The grantor reserves unto itself, its successor or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any of said lots.
- (4) No residence shall be constructed containing less than 400 square feet on the ground floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right of way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
- (5) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.
- (6) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.
- (7) All toilets constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.

 (8) The use of trailers within said subdivision is authorized on Lots 11, 12, 17, 18, 19, 20 only, except for the use of temporary camping trailers.

(9) The 12" diameter culverts must be used in all driveways leading from main subdivision roads.

(10) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

(11) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation(s).

(12) Invalidation of any one of these covenants by judgment or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

(13) Road damages incurred by any commercial venture, i.e. property owner and logging company, shall be the responsibility of the persons involved in said venture. Prior to commencement a road inspection shall be performed by a member of the venture and the road chairman of the association to determine general road condition. After completion a second road inspection will determine any damages caused by venture. Any repairs are to be performed by a qualified contractor in a timely manner.

Locke Valley Land Owners, #13 and #14
PROPOSED ADDITION TO DECLARATION OF PROTECTIVE
COVENANTS FOR
LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

(13) Road damages incurred by any commercial venture, i.e. property owner and logging company, shall be the responsibility of the persons involved in said venture. Prior to commencement a road inspection shall be performed by a member of the venture and the road chairman of the association to determine general road condition. After completion a second road inspection will determine any damages caused by venture. Any repairs are to be performed by a qualified contractor in a timely manner.

June 9, 2012

(14) A deposit of \$2,500.00 shall be given to the Locke Valley Property Owners Treasury by the property owner commissioning the commercial venture (as described in #13 covenant) before work is to be done to cover possible damages to roads. If no damages have occurred, the money shall be returned.

June 14, 2014

Anytime work done on property requiring heavy equipment, property owner will:

1. check if companies are bonded,
2. call a person on the road committee to check before and after work is done.

LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

CONSTITUTION

ARTICLE I

Section 1. The name of this unincorporated association is Locke Valley Property Owners Association, and the membership shall be those persons owning lots and paying the road upkeep assessments in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania.

Section 2. The location and post office address of the Association shall be Post Office Box

Section 3. The purposes for which the Association is formed are:

To administer the funds collected from the members of the Association for the improvement and repair of the existing private roads and rights-of-way in the Locke Valley Subdivision.

Section 4. The Trustees of the Association to be elected as provided in the By-Laws shall have the authority to collect, demand and sue for the annual assessments which each lot owners is required to pay under the terms of paragraph two of the protective covenants, restrictions and easements pertaining to the subdivision as the same is recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania, Deed Book Page

Section 5. The amount of assets which the Association will have to start its initial functions is zero as the first collections are not due until January, 1972.

Section 6. The qualifications of the members of the Association the classes of membership, if any, the property voting and other rights and privileges of the members shall be as from time to time set forth in the By-Laws of the Association.

BY-LAWS OF THE

LOCKE VALLEY PROPERTY OWNERS ASSOCIATION

ARTICLE I

Section 1. The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$25.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.

Section 2. Each member shall be liable to such assessments as

the protective covenants, restrictions and easements may provide, and there shall be no transfer of membership in the Association until such dues are paid in full to the Treasurer.

Section 3. In all elections the owner or owners of each lot assessed an annual fee shall have one (1) vote; a majority of votes polled shall be requisite to determine a question.

Section 4. On transfer or sale of a lot, the prior owners' membership in the Association shall cease, and the obligations and rights pertaining to such road assessments shall devolve on the grantee.

Section 5. Voting in the affairs of the Association may be in person or by proxy, provided such proxy be executed by the lot owners and filed with the Trustees before the meeting at which the proxy is to be voted.

ARTICLE II

Section 1. The officers of the Association shall consist of three (3) Trustees, who shall also constitute the Board of Directors and who shall elect from their number one (1) person who shall be chairman. In administering the road improvement funds and in arranging and contracting for the repair and improvement of such roads, each Trustee shall have one (1) vote.

Section 2. The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting shall be held on the first Monday of July each year.

Section 3. The original Trustees shall be appointed by Keyland, Inc. from among the persons then owning lots in the Locke Valley Subdivision; one (1) to serve a term of three (3) years; one (1) to serve a term of two (2) years and one (1) to serve a term of one (1) year, thereafter the members of the Association shall elect a Trustee each year to serve a term of three (3) years.

ARTICLE III

Section 1. The Chairman of the Trustees shall preside at all meetings of the members and at all meetings of the Trustees, and he shall implement and direct the execution of the policies and functions of the Association. He may and upon demand of six (6) of the members of the Association or two (2) Trustees, call a special meeting of the Trustees or of the Association, as may be requested.

Section 2. The Board of Trustees shall establish such regulations as may be necessary for the payment of the day-to-day expenses and shall be responsible for the initiating of a fund for petty cash and the authorization to the chairman to pay such ordinary and recurring items of expense as he may see fit.

Section 3. The Trustees shall further elect one (1) of their members to serve as Secretary of the Association, which Secretary shall be responsible for the keeping of accurate minutes of all meetings of the members and the Board of Trustees and all other records of the Association.

Section 4. The Trustees shall have custody of all monies of the Association, they to deposit the same in the _____ and shall keep a full and complete account of all transactions by and on behalf of the Association. All checks or drafts on the Association's funds shall be signed by the chairman and one (1) Trustee, except where otherwise specially provided by the Board of Trustees with relation to petty cash expenditures and recurring service expenses. The Trustees shall exhibit a statement of the accounts annually to the members at the annual meeting.

ARTICLE IV

Section 1. The members shall receive from the secretary at least ten (10) days notice of the annual meetings of the Association which meeting shall be held on the grounds of Locke Valley Subdivision at a time to be designated by the Trustees. At the annual meetings one (1) Trustee is to serve a term of three (3) years and shall be nominated and elected by the Association. Each member may vote in person or by proxy, again each lot having one (1) vote.

Section 2. At all meetings of the membership, regular or special, ten (10) members present in person or by proxy shall constitute a quorum.

Section 3. The Secretary shall, at least five (5) days prior to each meeting of the Trustees, give each Trustee a written notice of the meeting by mailing to him the time and place set for said meeting, said notice to be directed to the member's address appearing on the records of the Association.

Section 4. Nothing hereinbefore set forth with reference to meetings and notices of meetings, shall preclude the holding of a meeting pursuant to waiver by agreement of all members or the Board of Trustees as the case may be.

ARTICLE V

Section 1. Amendments to these By-Laws may be made at any annual meeting provided that the proposed amendment being offered be in writing and notice of said proposed amendment be mailed to all members of the Association, together with a copy of the same, at least five (5) days prior to the meeting at which said amendment shall come before the membership for vote.

Section 2. Any amendments to the By-Laws must receive three-fourths (3/4) of the vote of the members present or by proxy on order to be adopted.

The first proposed change is in regard to the annual road fees in accordance with the Declaration of Protective Covenants, paragraph 2, and the Association By-Laws Article I, Section 1:

<p>Current State, Declaration of Protective Covenant, Paragraph 2</p>	<p>The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed Seventy-Five Dollars (\$75.00)* per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said Seventy-Five Dollars (\$75.00) assessment shall become the obligation of the new owner(s). <i>*Amended May 22, 2006 - increased to \$75.00</i></p>
<p>Proposed State, Declaration of Protective Covenant, Paragraph 2</p>	<p>The grantor may assess the owners of Lots 1 through 23 inclusive, and Lots 28, 29 and 30, and Lots 34 through 55 inclusive, a sum not to exceed One Hundred Dollars (\$100.00) per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said One Hundred Dollars (\$100.00) assessment shall become the obligation of the new owner(s).</p>

<p>Current State Association By-Law Article I, Section 1</p>	<p>The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$75.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.</p>
<p>Proposed State Association By-Law Article I, Section 1</p>	<p>The membership of the Association shall consist of those property owners owning lots in the Locke Valley Subdivision in Cromwell Township, Huntingdon County, Pennsylvania, who are subject to the payment of \$100.00 per lot under paragraph two of the protective covenants, restrictions and easements governing said subdivision.</p>

The second proposed change is related to an addition to the Declaration of Protective Covenants: Paragraph 15 addressing catastrophic damage requiring road repair exceeding the annual association budget. This concern came up as a result of severe weather (tornado type damage) which occurred in April 2019. The storm brought down a number of large trees in the area. **Property Owners are responsible for their own property, including**

property (objects, trees, debris of any type) that impacts road access or another's property, this type of storm could cause damage to the roads or the bridge into the Association. With only one access into the Locke Valley Property Owner Association subdivision, through Slippery Hill Rd., should there be a failure of the bridge on this road the road fees collected would not be adequate to cover a major repair or replacement of the bridge.

The proposed addition to the Declaration of Protective Covenant:

15. Every effort will be made by Locke Valley Property Owners Association to maintain access into and around the Association within the budget of the annual fees collected. In the event that a catastrophic event (defined as any situation causing loss of access within the association (ie: bridge failure on Slippery Hill Rd.) occurs, unrelated to a specific property, the Trustees of the association will work to find the most cost effective solution available at the time and the cost is to be divided among the Locke Valley Property Owners in the association. The Trustees will notify the association property owners as soon as possible of the event, proposed solution, and cost. Locke Valley Property Owners will have 30 days to submit payment to the appointed treasurer. Nonpayment will result in legal action requesting restitution (cost plus fees).

Finally, in reviewing the By-Laws it came to our attention that Article II, Paragraph 2 should also be updated as annual meetings have been decided at each annual meeting for the coming year:

<p>Current State Association By-Law Article II, Section 2</p>	<p>The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting shall be held on the first Monday of July each year.</p>
<p>Proposed State Association By-Law Article II, Section 2</p>	<p>The Trustees shall be members of the Association and shall attend the annual meeting of the Association, which annual meeting date shall be determined at each annual meeting for the next year. The date will be decided by majority vote of all members in attendance and communicated to all membership with the distribution of the current year meeting minutes in accordance with Article IV paragraph 1.</p>