

SELLER'S PROPERTY DISCLOSURE STATEMENT

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

PROPERTY 2528 Willow Street Pike North, Willow Street, PA 17584
SELLER Estate of Mark L. Drukenbrod

The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known material defects about the property being sold that are not readily observable. 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. Any non-exempt seller is obligated to complete the disclosure form even if the seller does not occupy or has never occupied the property. For a list of exempt sellers, see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

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.

Table with 4 columns: Yes, No, Unk, N/A. Row 1: Yes, No, Unk, N/A. Row 2: [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: \_\_\_\_\_

OWNERSHIP/OCCUPANCY

Table with 4 columns: Yes, No, Unk, N/A. Rows 1-5: [X], [ ], [ ], [ ]. Rows 6-10: [X], [ ], [ ], [ ]. Rows 11-15: [X], [ ], [ ], [ ].

- (A) Occupancy
1. When was the property most recently occupied? \_\_\_\_\_
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? \_\_\_\_\_
(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? \_\_\_\_\_
(D) Are you aware of any pets having lived in the house or other structures during your ownership? \_\_\_\_\_

Explain section 2 (if needed): \_\_\_\_\_

Table with 4 columns: Yes, No, Unk, N/A. Rows 1-5: [X], [ ], [ ], [ ]. Rows 6-10: [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: \_\_\_\_\_

Seller's Initials [Signature] Date 3/15/24 SPD Page 1 of 9 Buyer's Initials / Date











**PROPERTY**

Yes	No	Unk	N/A

**(B) Status**

1. When was the central air conditioning system installed? \_\_\_\_\_
2. When was the central air conditioning system last serviced? \_\_\_\_\_
3. How many air conditioning zones are in the property? \_\_\_\_\_

(C) List any areas of the house that are not air conditioned: \_\_\_\_\_

Are you aware of any problems with any item in section 14? If "yes," explain: \_\_\_\_\_

Yes	No	Unk	N/A

**15. ELECTRICAL SYSTEM**

**(A) Type(s)**

1. Does the electrical system have fuses? \_\_\_\_\_
2. Does the electrical system have circuit breakers? \_\_\_\_\_

(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			Trash compactor		
Garage transmitters			Garbage disposal		
Keyless entry			Stand-alone freezer		
Smoke detectors			Washer		
Carbon monoxide detectors			Dryer		
Security alarm system			Intercom		
Interior fire sprinklers			Ceiling fans		
In-ground lawn sprinklers			A/C window units		
Sprinkler automatic timer			Awnings		
Swimming pool			Attic fan(s)		
Hot tub/spa			Satellite dish		
Deck(s)			Storage shed		
Pool/spa heater			Electric animal fence		
Pool/spa cover			Other:		
Whirlpool/tub			1.		
Pool/spa accessories			2.		
Refrigerator(s)			3.		
Range/oven			4.		
Microwave oven			5.		
Dishwasher			6.		

Yes	No	Unk	N/A

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

Yes	No	Unk	N/A

**17. LAND/SOILS**

**(A) Property**

1. Are you aware of any fill or expansive soil on the property?
2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
3. 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?

Seller's Initials SSC

Date 4/18/24

Buyer's Initials \_\_\_\_\_

Date \_\_\_\_\_

**PROPERTY**

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4. 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).*

**(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 an 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 any part of this property located in a FEMA flood zone?
3. Are you aware of any past or present drainage or flooding problems affecting the property?
4. Are you aware of any drainage or flooding mitigation on the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding: \_\_\_\_\_

**(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): \_\_\_\_\_

	Yes	No	Unk	N/A
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2				
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	Yes	No	Unk	N/A
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Generally speaking, the Real Estate Seller Disclosure Law 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.

Seller's Initials SSC Date 4/18/24 SPD Notices 1 of 1 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

PROPERTY \_\_\_\_\_

Yes	No	Unk	N/A

(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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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.

*[Handwritten Signature]*

DATE 3-14-24

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 \_\_\_\_\_