

CONDITIONS OF SALE

The Conditions of the present public sale, held this 18th day of September, 2024 are as follows:

1. **SELLER.** This sale is held on behalf of Tracey L. Slack, Executrix of the Estate of Jonathan L. Thomas, hereinafter referred to as "Seller", (all references to Seller as contained herein being deemed to refer to all Sellers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), the present owner of the Premises as hereinafter set forth.

2. **PREMISES.** The property to be sold, 9 Holly Drive, Manor Township, Lancaster County, Pennsylvania, hereinafter referred to as the "Premises", is more particularly described on Exhibit "A" attached hereto.

3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, John M. Hess Auction Service, Inc., shall take bids upon the Premises, and, in the event that 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 s/he/they/it shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down Ten Percent (10%) of the winning 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.

4. **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 Attorney Lindsay M. Schoeneberger 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 RKG Law, 101 North Pointe Blvd., Suite 202, Lancaster, PA 17602.

C. Failure to contact Attorney Lindsay Schoeneberger 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.

5. **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.

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

7. **TITLE.** The balance of the purchase money shall be paid at settlement, as herein-after set forth, upon which payment the Seller shall convey to the Purchaser, by fiduciary warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, 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 or 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.

8. **SETTLEMENT.** Settlement shall be held at such place as Purchaser may elect in Lancaster County, on or before November 2, 2024, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

9. **COSTS.**

- A. Acknowledgments to deed shall be paid by Seller.
- B. All required state and local realty transfer taxes shall be paid by Purchaser.
- C. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
- 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, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to

be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

10. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

11. **SURVEY.** Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

12. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation 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. 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.

13. **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.

Notwithstanding the Seller's Disclosure Statement attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that s/he/they/it has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement 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.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such 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.

14. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. However, representatives of estates are exempt from the requirement of the Act when he or she did not reside in the Premises and are unaware of its condition. The Seller's Disclosure only includes disclosures that the Executrix is personally aware of in her capacity as Executrix. The Executrix is not required, nor does she make any other disclosures.

Notwithstanding the foregoing, attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that s/he/they/it has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 13 of these Conditions of Sale.

The Purchaser further acknowledges that the auctioneer has not 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.

15. **LEAD BASE PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT.** This notice is required 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/she/they/it has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his/her/their/its 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 attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, 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.

16. **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/her/their/it contemplated use thereof. 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).

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

18. **DISBURSEMENT FEE.** 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.

19. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:

A. Stove

B. Dishwasher

20. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

A. Personal property of the Seller not affixed to the Premises that shall be removed at Closing. Any personal property remaining at Closing shall become the ownership of the Purchaser.

21. **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.

22. **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.

23. **PURCHASERS' 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.

24. **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.

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

26. **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.

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

Tracey L. Slack EX
(SEAL)

Tracey L. Slack, Executrix

The Estate of Jonathan L. Thomas

c/o Lindsay M. Schoeneberger

101 North Pointe Blvd, Suite 202

Lancaster, PA 17601

717-293-9293

PURCHASER'S AGREEMENT & RECEIPT

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 as therein set forth, for the sum of _____

_____ (\$ _____)
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 (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisalment, 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 Purchaser(s) have executed this Agreement on _____ day of September 2024, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

The undersigned acknowledges receipt from Purchaser on behalf of Seller

Dollars

(\$ _____), representing the down payment for the Purchase of the Premises.

By: _____

Lindsay M. Schoeneberger,

Attorney for Seller

Russell, Krafft & Gruber, LLP

101 North Pointe Blvd, Suite 202

Lancaster, Pa 17601

717-293-9293

EXHIBIT "A"

**SEE COPY OF DEED ATTACHED HERETO AND MADE A PART HEREOF AS
FOLLOWS:**

Parcel I.D. No./ PIN: 410-95053-0-0000

Lancaster County

Ann M. Hess
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 6401822

RECORDED DATE: 06/12/2018 10:41:17 AM



3953955-0019%

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

Document Type: DEED**Transaction Reference:** eSecureFile : 7511603**Document Reference:****Transaction #:**

3808797 - 2 Doc(s)

Document Page Count:

3

Operator Id:

armers

RETURN TO: (Simplifile)

First American Abstract of PA

600A Eden Road

Lancaster, PA 17601

(717) 397-7300

SUBMITTED BY:

First American Abstract of PA

600A Eden Road

Lancaster, PA 17601

*** PROPERTY DATA:**

Parcel ID #: 410-9505300000

Municipality: MANOR TOWNSHIP (100%)

School District: PENN MANOR SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
STATE RTT	\$1,900.00
MANOR TOWNSHIP	\$950.00
PENN MANOR SD	\$950.00
Total:	\$3,870.25

INSTRUMENT # : 6401822

RECORDED DATE: 06/12/2018 10:41:17 AM

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office in
Lancaster County, Pennsylvania.



Ann M. Hess
Recorder of Deeds

PLEASE DO NOT DETACH**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

File No. FAA-105559 SJ

Prepared by and Return to:

First American Abstract of PA LLC
600A Eden Road
Lancaster, PA 17601

Premises

9 Holly Drive
Lancaster, PA 17603
Manor Township, Lancaster County
Parcel ID # 410-95053-0-0000

This Indenture, made the 8th day of June, 2018,

Between

MATTHEW MENTER AND NICHOL MENTER, HUSBAND AND WIFE

(hereinafter called the Grantors), of the one part, and

JONATHAN L. THOMAS

(hereinafter called the Grantee), of the other part,

Witnesseth, that the Grantors for and in consideration of the sum of One Hundred Ninety Thousand And 00/100 Dollars (\$190,000.00), lawful money of the United States of America, unto them and truly paid by the Grantee, the receipt whereof is hereby acknowledged, do grant, bargain and sell, release and confirm unto the Grantee.

ALL THAT CERTAIN lot or tract of land with the improvements thereon erected, known and numbered as 9 Holly Drive, designated as Lot No. 50 on the Plan of Leaf Park Development as recorded in the Lancaster County Recorder's Office in Plan Book J-9, Page 23 and situate along Holly Drive in the Township of Manor, County of Lancaster and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the South property line of Holly Drive and in line of Lot No. 49 in the aforesaid development; thence along Lot No. 49, South 02 degrees West, a distance of 175 feet to a point in line of Lot No. 45 in the aforesaid development; thence along Lot No. 45 and 44 respectively, North 88 degrees West, a distance of 100 feet to a

point in line of Lot No. 51 in the aforesaid development; thence along Lot No. 51, North 02 degrees East, a distance of 175 feet to a point in South property line of Holly Drive; thence along the same, South 88 degrees East, a distance of 100 feet to a point, the Place of BEGINNING.

BEING THE SAME PREMISES which Jayne C. Walsh by deed dated March 25, 2016 and recorded April 15, 2016 in the Office of the Recorder of Deeds in and for Lancaster County, PA in Document No. 6260495 granted and conveyed unto Matthew Menter and Nichol Menter, husband and wife.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the Grantors, as well at law as in equity, of, in and to the same.

To have and to hold the lot of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, his heirs and assigns, to and for the only proper use and behoof of the Grantee, his heirs and assigns, forever.

And the Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the Grantee, his heirs and assigns, that they, the Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the Grantee, his heirs and assigns, against them, the Grantors, and their heirs, will warrant specially and defend against the lawful claims of all persons claiming by, through or under the Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Sauni L. Hulse
as to both

Matthew Menter {SEAL}
Matthew Menter

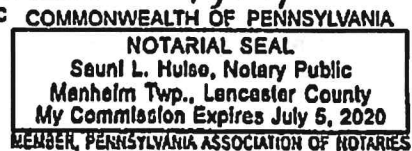
Nichol Menter {SEAL}
Nichol Menter

Commonwealth of Pennsylvania } ss
County of Lancaster

On this, the 8th day of June, 2018, before me, the undersigned Notary Public, personally appeared Matthew Menter and Nichol Menter, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sauni L. Hulse
Notary Public



The precise residence and the complete post office address of the above-named Grantee is:

9 Holly Drive
Lancaster, PA 17603

Sauni L. Hulse
On behalf of the Grantee

(for tax purposes)
PO Box 95
Millersville, Pa
17351

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).

PROPERTY 9 Holly Drive, Lancaster, PA 17603

SELLER The Estate of Jonathan L. Thomas Tracey Slack, Executrix

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 / Date

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Buyer's Initials / Date



Pennsylvania Association of REALTORS®

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1/16

Yes	No	Unk	N/A

Yes	No	Unk	N/A

Yes	No	Unk	N/A

Yes	No	Unk	N/A

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: _____

2. OWNERSHIP/OCCUPANCY

(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): _____

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

(A) Installation

1. When was the roof installed? _____

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: _____

5. BASEMENTS AND CRAWLSPACES

Yes	No	Unk	N/A

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? _____
2. Does the property have a sump pump? If yes, how many? _____
3. If it has a sump pump, has it ever run?
4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. 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

(A) Status

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

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?
2. 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: _____

Yes	No	Unk	N/A

7. STRUCTURAL ITEMS

- (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
 1. Is your property constructed with stucco?
 2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 3. 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: _____

Yes	No	Unk	N/A

8. ADDITIONS/ALTERATIONS

- (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.

Seller's Initials _____ /

Date _____

SPD Page 3 of 10

Buyer's Initials _____ /

Date _____

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

[illegible]

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many?
8. Coal stove(s) How many?
9. Other

1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

1. Are there any fireplace(s)? How many? _____
2. Are all fireplace(s) working? _____
3. Fireplace type(s) (wood, gas, electric, etc.): _____
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)? _____
6. How many chimney(s)? _____ When were they last cleaned? _____
7. Are the chimney(s) working? If "no," explain: _____

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: _____

14. AIR CONDITIONING SYSTEM

1. Central air
2. Wall units
3. Window units
4. Other
5. None

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?

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

Yes	No	Unk	N/A

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

Yes	No	Unk	N/A

(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.		

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

- 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).

Yes	No	Unk	N/A

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(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 LAQ 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: _____

Yes	No	Unk	N/A

20. MISCELLANEOUS

(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?

Yes	No	Unk	N/A

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 _____

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.

Tracy L. Slack
 DATE 7/31/2024

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 _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) FS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) FS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

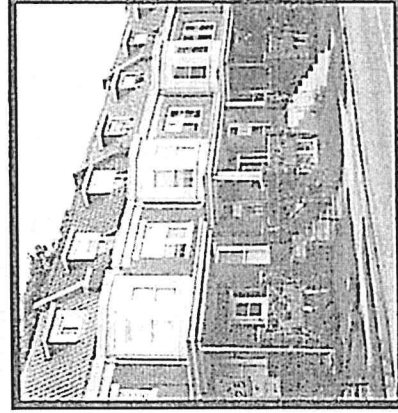
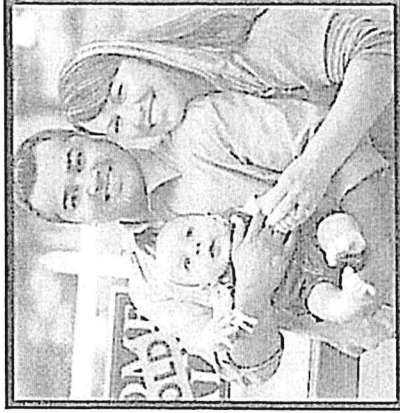
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Nancy L. Selack</u> Seller	<u>EX</u> Date	<u>7/31/2024</u> Seller	<u> </u> Date
<u> </u> Purchaser	<u> </u> Date	<u> </u> Purchaser	<u> </u> Date
<u> </u> Agent	<u> </u> Date	<u> </u> Agent	<u> </u> Date

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

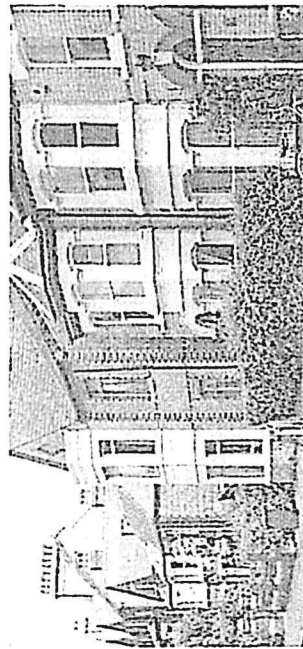
- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772

cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-R-12-001
March 2021

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3

1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (LL-17J)

77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact

U.S. EPA Region 6

1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact

U.S. EPA Region 7

11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region 8

1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2)

75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact

U.S. EPA Region 10 (20-C04)

Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

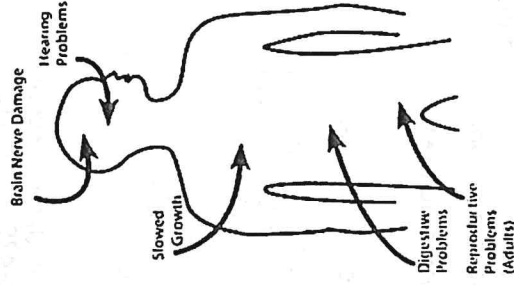
⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

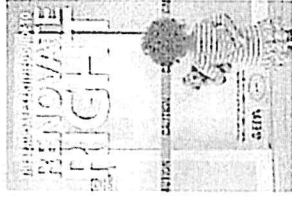
Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadSAFE, or read *The Lead-Safe Certified Guide to Renovate Right*.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior window sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

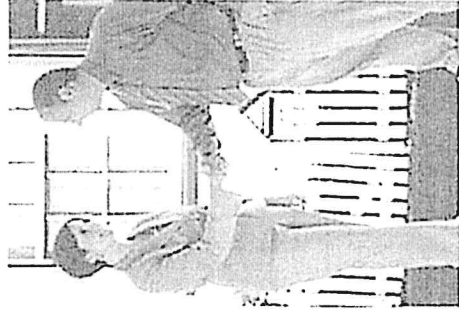
- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

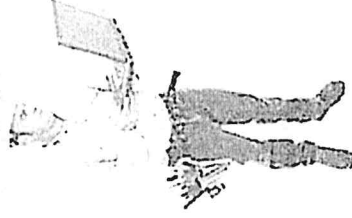
- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.