

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 973 Elm Avenue, Lancaster Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").

2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down 10% of the purchase money to the Seller¹ - as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. Offsite Bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

(a) Online bidders must register on HiBid.com in advance of the auction, and be approved to bid by Hess Auction Group.

(b) Successful bidder (telephone or online) must contact Jeffrey C. Goss, Esquire 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 the office of BCGL LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602.

(c) Failure to contact Jeffrey C. Goss, Esquire 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.

¹ Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

(d) Prospective bidder accepts all terms herein.

3. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BCGL LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before July 24, 2026 (“Closing”) (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser’s expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions (“Restrictions”) set forth in Paragraph 6 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder’s Office, affecting the Property, of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage by fire or storm, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. This sale of real estate shall not be contingent upon the Purchaser’s ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

5. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions:

a. Subject to building and use restrictions, ordinances, easements of roads, rights of public service companies and easements, rights or other non-monetary encumbrances either of record or visible upon inspection; and

b. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B."

7. Formal tender of deed and purchase money are waived.

8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees, recording fees or settlement fees whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

9. The Seller hereby represents that the Property is served by public water and sewer.

10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property.

11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

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

13. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* Seller has conducted no investigation but does not have actual knowledge of any underground storage tank(s) on the property. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property 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 Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, 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. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

15. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property 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 or toward payment of any such loss.

16. 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. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

a. Lead Warning Statement for Dwellings Built Before 1978 Disclosure. This dwelling on the Property was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. To the best of the Executor's knowledge, there are no reports pertaining to lead-based paint or lead paint hazards.

b. Waiver. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home, and that this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property.

17. 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 Property, 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 Property 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 Property, 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 Property.

18. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby

superseded by these Conditions of Sale. 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.

SELLER:

Barbara A. Eshleman, Trustee of the
Richard C. Koller Living Trust

PURCHASER'S AGREEMENT

I/We, _____, agree that I/we have purchased 973 Elm Avenue, Lancaster Township, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$_____; and if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney to appear for me/us in any court and confess judgment in an amicable action of ejectment against me/us, in favor of the Seller or the latter's assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs, hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/We acknowledge that my/our purchase of the Property is under and subject to the Conditions and Restrictions set forth in Paragraph 6 of the Conditions of Sale and subject to the items noted in the Seller's Property Disclosure Statement.

WITNESS my/our hand/s and seal/s this 9th day of June, 2026.

Signed in the presence of:

Purchaser

Purchaser

EXHIBIT "A"

Description of the Property

TRACT I

SCHEDULE "A"

ALL THAT CERTAIN lot or tract of ground situate on the north side of Elm Avenue in the Township of Lancaster, County of Lancaster, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of said Elm Avenue, said point being the Southeastern corner of property, now or late, of Warren L. Swartz and Emma K. Swartz, his wife, and said point being also a distance of forty-nine and eighty-seven hundredths (49.87) feet in an Eastern direction along the Northern side of Elm Avenue from the southeastern corner of a fifteen (15) foot wide common alley, and the said Elm Avenue; thence along the Northern side of said Elm Avenue, South seventy-eight (78) degrees fifty-six (56) minutes East, a distance of forty-nine and eighty-six hundredths (49.86) feet to a point on the Northern side of said Elm Avenue, said point being the Southwestern corner of the property, now of C.H. Lyons; thence along the Western side of the same, North twenty (20) degrees, forty-five (45) minutes East a distance of one hundred fifty (150) feet to a point, said point being the Southeastern corner of property now of Hamilton Watch Company; thence along the Southern side of the same, North seventy-eight (78) degrees, fifty-three (53) minutes West, a distance of sixty and four tenths (60.4) feet to a point, being the Northeastern corner of property, now or late, of said Warren L. Swartz and Emma K. Swartz, his wife; thence along the Eastern side of the same, South sixteen (16) degrees, forty-four (44) minutes West, a distance of one hundred forty-eight and sixty-three hundredths (148.63) feet to a point on the North side of said Elm Avenue, said point being the Place of Beginning.

This description is taken from a survey and draft thereof made by Henry F. Huth, Registered Surveyor, in February 1947, and marked as Survey No. AC-47.

BEING the same premises which OLIVER J. SWARTZ and DOROTHEA A. SWARTZ, his wife, by Deed dated the 27th day of February, 1950 recorded in Deed Book S-40 Page 193 granted and conveyed unto RICHARD C. KOLLER and MARY E. KOLLER, his wife.

TRACT II

SCHEDULE "A"

ALL THAT CERTAIN small piece of land situated on the North side of Elm Avenue, in the Township of Lancaster, County of Lancaster and State of Pennsylvania, bounded and described according to a survey prepared by Henry F. Huth, Registered Engineer, dated August 9, 1955 revised May 10, 1967, as follows, to wit:

BEGINNING at a point on the North side of Elm Avenue (sixty (60) feet wide) a corner of remaining lands of Hamilton Watch Company, said point being located a distance of ninety-three and ninety-nine hundredths (93.99) feet west of the west line of West Street, as measured by the two following courses and distances, viz: (1) North seventy-two (72) degrees thirteen (13) minutes West, a distance of sixty-four and twenty-one hundredths (64.21) feet and (2) North seventy-eight (78) degrees fifty-three (53) minutes West, a distance of twenty-nine and seventy-eight hundredths (29.78) feet; thence extending along the north side of Elm Avenue, North seventy-eight (78) degrees fifty-three (53) minutes West, a distance of six and fifty-nine hundredths (6.59) feet to a point in line of land now or late of Richard C. Killer; thence extending along the same, North twenty (20) degrees forty-three (43) minutes East, a distance of sixty-one and twenty-six hundredths (61.26) feet to a point; thence extending along remaining land of Hamilton Watch Company, the following two courses and distances, viz: (1) South nine (9) degrees forty-seven (47) minutes West, a distance of thirty-four and twenty-seven hundredths (34.27) feet to a point (2) South twenty (20) degrees forty-three (43) minutes West, a distance of twenty-six and forty-six hundredths (26.46) feet to a point on the North side of Elm Avenue, the place of BEGINNING.

CONTAINING 293.25 square feet.

BEING Part of Tract No. 2 of the same premises which HAMILTON WATCH COMPANY, a Pennsylvania Corporation, by its Deed dated the 10th day of July, 1967 and recorded in the Recorder's Office in and for Lancaster County, Pennsylvania, in Deed Book Y 56 Page 321 granted and conveyed unto RICHARD C. KOLLER and MARY E. KOLLER, his wife.

EXHIBIT "B"
Seller's Property Disclosure Statement

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 973 Elm Avenue, Lancaster Township, Lancaster County, PA

2 **SELLER** Richard C. Koller Living Trust, Barbara A. Eshleman Trustee

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

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

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

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

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

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

34 **COMMON LAW DUTY TO DISCLOSE**

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

38 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

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

42 *Barbara A. Eshleman Trustee*

DATE *5/14/20*

43 Seller's Initials ____ / ____ Date _____

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Buyer's Initials ____ / ____ Date _____



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

46 **1. SELLER'S EXPERTISE**

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

	Yes	No	Unk	N/A
A				
B				
C				

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

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

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

67 **Explain Section 2 (if needed):** _____
 68 _____

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

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

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

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

91 **4. ROOFS AND ATTIC**

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

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

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

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

109 **5. BASEMENTS AND CRAWL SPACES**

110 **(A) Sump Pump**

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

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

115 **(B) Water Infiltration**

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

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

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

126 **(A) Status**

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

	Yes	No	Unk	N/A
A1				
A2				
B1				
B2				

130 **(B) Treatment**

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

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

136 **7. STRUCTURAL ITEMS**

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

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

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

143 **(D) Stucco and Exterior Synthetic Finishing Systems**

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

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

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

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

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

153 **8. ADDITIONS/ALTERATIONS**

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

	Yes	No	Unk	N/A
A				

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

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

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

173 **A sheet describing other additions and alterations is attached.**

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

Yes	No	Unk	N/A

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

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

187 **9. WATER SUPPLY**

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

- 189 1. Public
- 190 2. A well on the Property
- 191 3. Community water
- 192 4. A holding tank
- 193 5. A cistern
- 194 6. A spring
- 195 7. Other _____
- 196 8. If no water service, explain: _____

197 (B) **General**

- 198 1. When was the water supply last tested? _____
- 199 Test results: _____
- 200 2. Is the water system shared?
- 201 If "yes," is there a written agreement?
- 202 4. Do you have a softener, filter or other conditioning system?
- 203 5. Is the softener, filter or other treatment system leased? From whom? _____
- 204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"
- 205 explain: _____

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

- 207 1. Does your water source have a bypass valve?
- 208 2. If "yes," is the bypass valve working?

209 (D) **Well**

- 210 1. Has your well ever run dry?
- 211 2. Depth of well _____
- 212 3. Gallons per minute: _____, measured on (date) _____
- 213 4. Is there a well that is used for something other than the primary source of drinking water?
- 214 If "yes," explain _____
- 215 5. If there is an unused well, is it capped?

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

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

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

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

226 **10. SEWAGE SYSTEM**

	Yes	No	Unk	N/A
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?				
229 2. If "no," is it due to unavailability or permit limitations?				
230 3. When was the sewage system installed (or date of connection, if public)? _____				
231 4. Name of current service provider, if any: _____				
232 (B) Type Is your Property served by:				
233 1. Public				
234 2. Community (non-public)				
235 3. An individual on-lot sewage disposal system				
236 4. Other, explain: _____				
237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?				
239 2. Is your sewage system subject to a ten-acre permit exemption?				
240 3. Does your sewage system include a holding tank?				
241 4. Does your sewage system include a septic tank?				
242 5. Does your sewage system include a drainfield?				
243 6. Does your sewage system include a sandmound?				
244 7. Does your sewage system include a cesspool?				
245 8. Is your sewage system shared?				
246 9. Is your sewage system any other type? Explain: _____				
247 10. Is your sewage system supported by a backup or alternate system?				
248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?				
250 2. Are there any cement/concrete septic tanks on the Property?				
251 3. Are there any fiberglass septic tanks on the Property?				
252 4. Are there any other types of septic tanks on the Property? Explain _____				
253 5. Where are the septic tanks located? _____				
254 6. When were the tanks last pumped and by whom? _____				
255 _____				
256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic				
257 1. Are you aware of any abandoned septic systems or cesspools on the Property?				
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's 259 ordinance?				
260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?				
262 2. If "yes," where are they located? _____				
263 3. What type(s) of pump(s)? _____				
264 4. Are pump(s) in working order?				
265 5. Who is responsible for maintenance of sewage pumps? _____				
266 _____				
267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? _____				
269 2. When was the on-lot sewage disposal system last serviced and by whom? _____				
270 _____				
271 3. Is any waste water piping not connected to the septic/sewer system?				
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage 273 system and related items?				

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

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

280 **11. PLUMBING SYSTEM**

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

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

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

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

291 If "yes," explain: _____
 292

293 **12. DOMESTIC WATER HEATING**

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

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

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

304 (B) **System(s)**

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

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

310 If "yes," explain: _____
 311

312 **13. HEATING SYSTEM**

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

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

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

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

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

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

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

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

393 **15. ELECTRICAL SYSTEM**

394 **(A) Type(s)**

- 395 1. Does the electrical system have fuses?
 396 2. Does the electrical system have circuit breakers?
 397 3. Is the electrical system solar powered?
 398 a. If "yes," is it entirely or partially solar powered? _____
 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____

401 (B) What is the system amperage? _____

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

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

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

405 **16. OTHER EQUIPMENT AND APPLIANCES**

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

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

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

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

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

434 **(A) Is there a swimming pool on the Property? If "yes,":**

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

443 **(B) Is there a spa or hot tub on the Property?**

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

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

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

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

452 **18. WINDOWS**

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

	Yes	No	Unk	N/A
A				
B				

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

458 **19. LAND/SOILS**

459 **(A) Property**

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

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
A5				

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

471 **(B) Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
 473 opment rights under the:

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

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				

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

481 **(C) Property Rights**

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

- 484 1. Timber
 485 2. Coal
 486 3. Oil
 487 4. Natural gas
 488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
 489 _____

	Yes	No	Unk	N/A
C1				
C2				
C3				
C4				
C5				

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

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

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 **(A) Flooding/Drainage**

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

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

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

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

514 **(B) Boundaries**

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

522 *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.*

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

528 **21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

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

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

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

537 **(B) Radon**

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

541 **(C) Lead Paint**

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

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

547 **(D) Tanks**

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

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

551 If "yes," location: _____

552 **(F) Other**

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

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

562 **22. MISCELLANEOUS**

563 **(A) Deeds, Restrictions and Title**

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

568
569

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

570
571
572

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

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

573 (B) **Financial**

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

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

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

581 (C) **Legal**

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

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

585 (D) **Additional Material Defects**

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

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.

588 2. **After completing this form, if Seller becomes aware of additional information about the Property, including through**
589 **inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the**
590 **inspection report(s).** These inspection reports are for informational purposes only.
591

592 Explain any "yes" answers in Section 22: _____
593
594
595
596

597 **23. ATTACHMENTS**

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

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

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

608 SELLER _____ DATE _____
609 SELLER _____ DATE _____
610 SELLER _____ DATE _____
611 SELLER _____ DATE _____
612 SELLER _____ DATE _____
613 SELLER _____ DATE _____

614 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

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

RECEIPT

Received of Purchaser on above date, as down money on account of the
above purchase price, the sum of \$_____.

BCGL LLC,
on behalf of Seller

By: _____
Jeffrey C. Goss, Esquire
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602
(717) 945-5745