

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by Antonio R. Santamaria and Tonya R. Santamaria, husband and wife, being held this _____ day of _____, 2026, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 2132 Lyndell Drive, East Lampeter Township, Lancaster County, Pennsylvania, as per attached legal description.
2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten (10%) percent of the Purchase Money in form satisfactory to Seller as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
3. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 212 North Queen Street, Lancaster, Pennsylvania, on or before forty-five (45) days from the date hereof (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 special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to said 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, encroachments, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property.

The Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-with

orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned R-2 Medium Density Residential Zone.

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (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. Formal tender of deed and purchase money are waived.

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

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

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

(d) Any "disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by

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

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and televisions aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings to the extent such items exist; and any articles permanently affixed to the property except the following which will not be sold with the real property:_____.

8. Possession shall be given to the Purchaser at settlement.

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

10. This property is being sold under reserve and is being sold in its "as is" condition.

11. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

12. The Seller makes no representation or warranty concerning the condition of the property or any of its operating systems.

13. 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.

14. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties 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.

15. 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} 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 {Attorney office or determined location}
- (c) Failure to contact {Attorney} 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.

NAME OF SELLER: Antonio R. Santamaria

NAME OF SELLER: Tonya R. Santamaria

By: _____
Seller (or Power of Attorney)

By: _____
Seller (or Power of Attorney)

PURCHASER'S AGREEMENT TO CONDITIONS OF SALE

I/We, _____, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ _____ and; if I/we shall acquire possession of the premises before payment of the Purchase Money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against me/us, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hands and seal(s) this _____ day of _____, 2026.

WITNESS:

Purchaser (SEAL)

WITNESS:

Purchaser (SEAL)

RECEIPT

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

_____, on behalf of Seller

LEGAL DESCRIPTION

ALL THAT CERTAIN lot of land known as 2132 Lyndell Drive, with the improvements thereon erected, situated along the north side of Veumont Drive in East Lampeter Township, Lancaster County, Pennsylvania, and known as Lot 39 on a plan of land known as Lynwick Village, laid out by Arin L. and Esther Kolb, a copy of which is recorded in Lancaster County Subdivision Plan Book J-11, Page 7, said lot being bounded and described as follows:

BEGINNING at a marker at the north side of Veumont Drive (40 feet wide) at the intersection with the west side of Lyndell Drive (40 feet wide); thence extending along the north side of Veumont Drive, North 75 degrees 48 minutes West, 130 feet to an iron pin; thence by land now or late of Ammon K. Graybill, North 14 degrees 12 minutes East, 150 feet to a stake; thence by Lot 55, premises now or late of the Stauffer Estate, North 76 degrees 43 minutes East, 130 feet to a stake at the west side of Lyndell Drive; thence along the west side thereof, South 14 degrees 12 minutes West, 150 feet to the place of BEGINNING. CONTAINING 19,500 square feet.

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 2132 Lyndell Drive, East Lampeter Township, Lancaster, PA 17601

SELLER Antonio R. Santamaria and Tonya R. Santamaria husband and wife

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 ARS/ TRS Date 7-16-26

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Buyer's Initials / Date



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1/16

Yes	No	Unk	N/A
	X		
	X		
	X		

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?

(B) Is Seller the landlord for the property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in section 1: _____

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the property most recently occupied? currently occupied

2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? N/A

3. How many persons most recently occupied the property? 4

(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? July 29, 2015

(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): 1 dog and 1 rabbit

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 N/A
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? 2016
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: _____

Yes	No	Unk	N/A
X			
		4	
X			
	X		
	X		
	X		
	X		
X			

Yes	No	Unk	N/A
	X		
	X		
	X		
	X		
			X
N/A			X
			X
			X
			X
			X
			X

Yes	No	Unk	N/A
X			
X			
X			
	X		
	X		

5. BASEMENTS AND CRAWLSPACES

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? 1
2. Does the property have a sump pump? If yes, how many? 1
3. If it has a sump pump, has it ever run? See 18A lines 420-422 for details
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: B2- prior owners had Mid-Atlantic Waterproof

instal a system. We have never had any water in filtration in basement

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

(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: 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? N/A

(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: hardwood floors have a few spots that were present when we bought house

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)
Siding, roof, ice/water guards	2016	unk	unk
remodeled deck + front door	2017	unk	unk
remodeled kitchen + laundry bath	2023	unk	unk
remodeled hall + primary bathrooms	2024	unk	unk
remodeled basement + bathroom	2023	unk	unk

☐ A sheet describing other additions and alterations is attached.

Seller's Initials ARL / TRS Date 7-6-26

Buyer's Initials / Date

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

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.

9. WATER SUPPLY

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

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

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

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

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well _____
3. Gallons per minute _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," "no," explain: _____
2. Do you have a softener, filter, or other treatment system? Never used since we purchased home
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

1. When was your water last tested? N/A Test results: N/A = public water
2. Is the water system shared? With whom? N/A

(F) **Issues**

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: N/A

10. SEWAGE SYSTEM

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? public sewer

(B) **Type** Is your property served by:

1. Public (if "yes," continue to E, F and G below)
2. Community (non- public)
3. An individual on-lot sewage disposal system
4. Other, explain: N/A

	Yes	No	Unk	N/A
1	X			
2		X		
3		X		
4		X	X	
5		X	X	
6			X	
7			X	
8			X	
9			X	
10				
11			X	
12				X
13				X
14				X
15				X
16				X
17				
18				X
19	X			
20		X		
21			X	
22				
23				
24				
25				
26		X		
27		X		

	Yes	No	Unk	N/A
1	X			
2				X
3			X	
4				
5				
6	X			
7		X		
8		X		
9		X		

13. HEATING SYSTEM

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

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

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

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

(C) Status

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: _____

(D) Fireplaces

1. Are there any fireplace(s)? How many? 3
2. Are all fireplace(s) working? we never used.
3. Fireplace type(s) (wood, gas, electric, etc.): 2 = Wood, 1 = electric w/ brick chimney access behind wall unit
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)? 2 When were they last cleaned? unk
7. Are the chimney(s) working? If "no," explain: _____

(E) List any areas of the house that are not heated: garage, utility furnace room in basement

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

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

14. AIR CONDITIONING SYSTEM

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

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

(B) Status

1. When was the central air conditioning system installed? New A/C Summer 2025
2. When was the central air conditioning system last serviced? 2025
3. How many air conditioning zones are in the property? 1

(C) List any areas of the house that are not air conditioned: garage, utility furnace room in basement

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

15. ELECTRICAL SYSTEM

(A) Type(s)

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

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

Yes	No	Unk	N/A
X			
	X		
	X		
	X		
	X		
X			
			2025
			1
	X		

Yes	No	Unk	N/A
	X		
X			

Yes	No	Unk	N/A
		X	
	X		
	X		

(B) What is the system amperage? _____

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

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

16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

Yes	No	Unk	N/A
	X		
	X		
	X		
	X		

17. LAND/SOILS

(A) Property

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

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

(B) Preferential Assessment and Development Rights

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

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

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

(C) Property Rights

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

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

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES**(A) Flooding/Drainage**

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

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: #4 - Jan. 2023 water main at the

corner of Lyndell and Kolb broke causing water to flow into the back yard. The sump pump ran on and off as needed with

(B) Boundaries

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

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

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

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

No water in the basement until the township city repaired the main water leak

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 IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

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

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

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

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

(C) Lead Paint

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

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

(D) Tanks

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

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

(F) Other

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

Explain any "yes" answers in section 19: _____

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
1		X		
2		X		
1		X		
2		X		

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

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

Seller's Initials 12L / YRS Date 7-6-20

SPD Page 9 of 10

Buyer's Initials _____ / _____ Date _____

Yes	No	Unk	N/A
	X		
	X		
	X		

(C) Legal

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

(D) Additional Material Defects

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

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

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

Explain any "yes" answers in section 20: _____

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 Atan R. Santamaria

DATE 7/6/2026

SELLER Yanya R. Santamaria

DATE July 6, 2026

SELLER _____

DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____

DATE _____

BUYER _____

DATE _____

BUYER _____

DATE _____