

## CONDITIONS OF SALE

The terms and conditions of the present public sale, held **JUNE 16, 2026**, (herein "Public Sale Date") are as follows:

- 1. SELLER:** This sale is held on behalf of **SHIRLEY NEYHARD** (herein the "Seller") the present owner of the Premises hereinafter set forth, c/o E. Richard Young, Jr., Esquire, 1248 West Main Street, Ephrata, PA 17522.
- 2. PREMISES:** The property to be sold (herein "Premises") is commonly known as **205 PARK AVENUE, EPHRATA BOROUGH, LANCASTER COUNTY, PENNSYLVANIA 17522**, and is more particularly described in the legal description marked Schedule "A" attached hereto, and incorporated herein by reference **Deed Book E, Volume 54, Page 1067; Being Tax Parcel No. 260 - 51499 - 0 - 0000**.
- 3. PURCHASE AND DOWN PAYMENT:** The auctioneer shall take bids upon the Premises, and, in the event that the Premises are placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser upon the Premises being struck off to him at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser" or "Buyer") shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale, and shall pay down **TWENTY-FIVE THOUSAND (\$25,000.00) and 00/100** of the Purchase Price, to **Seller**, as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement.
- 4. REBIDDING:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal of bidding by the auctioneer.
- 5. TITLE:** The balance of the purchase money in cash or certified check shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by fiduciary warranty deed prepared at the Purchaser's expense, good and marketable title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, public and private rights in and to that portion of the premises lying in the bed of the public road, and also subject to existing wall rights, easements, utility reserve strips, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments which would be apparent upon reasonable physical inspection of the Premises, which appear of record, or which are within the legal width of public highways.
- 6. SETTLEMENT:** Settlement shall be held at the Law Office of E. Richard Young, Jr., Esquire, 1248 West Main Street, Ephrata, PA 17522, on or before **AUGUST 17, 2026**, (herein "Settlement Date") which time shall be of the essence of this Agreement unless some other time and place shall hereafter be agreed upon by Seller and Purchaser. At settlement Purchaser shall pay the balance of the purchase price to Seller. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **COSTS:** The costs related to this public sale and the settlement on the Premises shall be as follows:

(a) Purchaser shall provide and pay:

(i) All required state and local realty transfer taxes.

(ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description as may be required to meet the requirements of paragraph 5.

(iii) Any and all disbursement fees, escrow fees, tax certification fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.

(iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.

(v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certifications 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.

(vi) A legally adequate description and or other documents or surveys

(b) Seller shall provide or pay for:

(i) Acknowledgments to deed.

(ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

(iii) The cost of preparing, obtaining and/or recording releases.

(c) Real estate taxes upon the Premises shall be apportioned on a fiscal year basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

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

9. **EMINENT DOMAIN:** The Seller represents that there are no pending or unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof: and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES:** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or damages of any kind arising from any taking of the Premises by eminent domain.

The Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises are being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint paragraph herein notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE LAW:** The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 Pa. C.S.A. 7302, et seq.) (herein "Seller Disclosure Law"), requires the Seller of certain real estate to provide certain disclosures regarding the real estate offered for

sale on a form required by the Seller Disclosure Law. The Purchaser further acknowledges that the Seller Disclosure Law provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has had a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Seller Disclosure Law by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Seller Disclosure Law. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller, nor the Auctioneer, has made any specific representations regarding the condition of the Premises, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the Seller, 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 Premises existing on the date of this sale.

## **12. DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS.**

A. Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase ... 42 U.S.C. 4852(d).

B. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

C. Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

D. Purchaser waives the opportunity to conduct a risk assessment or inspection for

the presence of lead-based paint and/or lead-based paint hazards. As a result of the waiver of risk assessment, the Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon an such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

**13. RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Protection, Bureau of Radiation Protection Office, P.O. Box 8469, Harrisburg, Pennsylvania 171 05-8469; Call 1-800-23RADON or (717) 783-3594. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or Radon daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quitclaims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

**14. ZONING:** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his 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, section 3, as amended and re-enacted (21 P.S. section 613).

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

- (a) Any gas, electric, heating, A/C, plumbing, lighting, or water fixtures and systems.
- (b) Storm doors and windows, screen doors and fitted window screens.
- (c) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth.
- (d) Any built-in cook stoves or ovens.

(e) Miscellaneous: washer, refrigerator, dishwasher, microwave, stove.

16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: NONE

17. **FIRE INSURANCE:** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASER'S DEFAULT:** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise anyone or more of the following remedies:

(a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold/ and/or

(b) To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the Premises.

20. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female form. This agreement is not assignable without the written consent of seller

21. **INTENT:** This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall

be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

22. **INHERITANCE TAX:** If required, Seller will provide a letter at the time of settlement, stating that all inheritance taxes will be paid on the Estate at its conclusion. Any other consideration or assurance required by Buyer's Lender or Title Insurance Company will be supplied by Buyer.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

**SHIRLEY NEYHARD**

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Fred S. Neyhard, POA Agent

**PURCHASER'S AGREEMENT & RECEIPT**

*The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to the sale of the Premises, and agrees to be bound by the full terms thereof; further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.*

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of Twenty - Five Thousand (25,000.00) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to fifteen (15%) percent of the amount then due but in no event less than Five Hundred and 00/100 (\$500.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on June 16, 2026, intending to be legally bound hereby:

Purchaser 's  
Signature/s) \_\_\_\_\_  
Purchaser's  
Printed Name/s) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Purchaser 's  
Signature/s) \_\_\_\_\_  
Purchaser's  
Printed Name/s) \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of Twenty-five Thousand (\$25,000.00) Dollars, representing the down payment of the Purchase Price for the purchase of the Premises.

\_\_\_\_\_  
Seller or Seller's Attorney

# 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** 205 PARK AVENUE, EPHRATA, PA  
**SELLER** EPHRATA BOROUGH, LANCASTER CO.  
 \_\_\_\_\_  
 SHIRLEY NEYHARD

The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form. **Any non-exempt seller is obligated to complete the disclosure form even if the seller does not occupy or has never occupied the property.** For a list of exempt sellers, see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

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

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

	Yes	No	Unk	N/A
A				
B				
C				

**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: \_\_\_\_\_

	Yes	No	Unk	N/A
1				
2				
3				
1				
2				
3				
4				
5				
C				
D				

**2. OWNERSHIP/OCCUPANCY**

- (A) **Occupancy**
  - 1. When was the property most recently occupied? \_\_\_\_\_
  - 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? \_\_\_\_\_
  - 3. How many persons most recently occupied the property? \_\_\_\_\_
- (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
  - 1. The owner
  - 2. The executor
  - 3. The administrator
  - 4. The trustee
  - 5. An individual holding power of attorney
- (C) When was the property purchased? \_\_\_\_\_
- (D) Are you aware of any pets having lived in the house or other structures during your ownership? \_\_\_\_\_

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

	Yes	No	Unk	N/A
1				
2				
3				
4				
B				
C				

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

- (A) **Type.** Is the Property part of a(n):
  - 1. Condominium
  - 2. Homeowners association or planned community
  - 3. Cooperative
  - 4. Other type of association or community \_\_\_\_\_
- (B) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( Monthly)( Quarterly)( Yearly)
- (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_

Seller's Initials SN / \_\_\_\_\_ Date 4/6/26 SPD Page 1 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Untitled

**PROPERTY**

205 PARK AVENUE, EPHRATA, PA  
 EPHRATA BOROUGH, LANCASTER CO.

Yes	No	Unk	N/A

(D) 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**

Yes	No	Unk	N/A

(A) **Installation**  
 1. When was the roof installed? \_\_\_\_\_  
 2. Do you have documentation (invoice, work order, warranty, etc.)?  
 (B) **Repair**  
 1. Has the roof or any portion of it been replaced or repaired during your ownership?  
 2. If it has been replaced or repaired, was the existing roofing material removed?  
 (C) **Issues**  
 1. Has the roof ever leaked during your ownership?  
 2. Are you aware of any current/past problems with the roof, attic, gutters, flashing or downspouts?  
**Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts:** \_\_\_\_\_

**5. BASEMENTS AND CRAWL SPACES**

Yes	No	Unk	N/A

(A) **Sump Pump**  
 1. Does the property have a sump pit? If yes, how many? \_\_\_\_\_  
 2. Does the property have a sump pump? If yes, how many? \_\_\_\_\_  
 3. If it has a sump pump, has it ever run?  
 4. If it has a sump pump, is the sump pump in working order?  
 (B) **Water Infiltration**  
 1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?  
 2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?  
 3. Are the downspouts or gutters connected to a public system?

**Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:** \_\_\_\_\_

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

Yes	No	Unk	N/A

(A) **Status**  
 1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?  
 2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?  
 (B) **Treatment**  
 1. Is your property currently under contract by a licensed pest control company?  
 2. Are you aware of any termite/pest control reports or treatments for the property?

**Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable:** \_\_\_\_\_

**7. STRUCTURAL ITEMS**

Yes	No	Unk	N/A

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?  
 (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?  
 (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?  
 (D) **Stucco and Exterior Synthetic Finishing Systems**  
 1. Is your property constructed with stucco?  
 2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?  
 3. If "yes," when was it installed? \_\_\_\_\_  
 (E) Are you aware of any fire, storm, water or ice damage to the property?  
 (F) Are you aware of any defects (including stains) in flooring or floor coverings?

**Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts:** \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ SPD Page 2 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





12. DOMESTIC WATER HEATING

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
8				
B				
C				

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other \_\_\_\_\_

8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)? \_\_\_\_\_

(B) How many water heaters are there? \_\_\_\_\_ When were they installed? \_\_\_\_\_

(C) Are you aware of any problems with any water heater or related equipment? \_\_\_\_\_  
 If "yes," explain: \_\_\_\_\_

13. HEATING SYSTEM

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

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

(E) List any areas of the house that are not heated: \_\_\_\_\_

(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

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				

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

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

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**PROPERTY**

205 PARK AVENUE, EPHRATA, PA  
 EPHRATA BOROUGH, LANCASTER CO.

	Yes	No	Unk	N/A
1				
2				
3				
C				
P				

**(B) Status**

- When was the central air conditioning system installed? \_\_\_\_\_
- When was the central air conditioning system last serviced? \_\_\_\_\_
- How many air conditioning zones are in the property? \_\_\_\_\_

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

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

	Yes	No	Unk	N/A
1				
2				
B				
C				
P				

**15. ELECTRICAL SYSTEM**

**(A) Type(s)**

- Does the electrical system have fuses? \_\_\_\_\_
- Does the electrical system have circuit breakers? \_\_\_\_\_

(B) What is the system amperage? \_\_\_\_\_

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

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

**16. OTHER EQUIPMENT AND APPLIANCES**

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

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

	Yes	No	Unk	N/A
P				

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

**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? \_\_\_\_\_

	Yes	No	Unk	N/A
1				
2				
3				

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ SPD Page 6 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

	Yes	No	Unk	N/A
4				
1				
2				
3				
4				
1				
2				
3				
4				
5				

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

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

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

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

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

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

**(C) Property Rights**

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

1. Timber
2. Coal
3. Oil
4. Natural gas

5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

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

Explain any "yes" answers in section 17: \_\_\_\_\_

**18. FLOODING, DRAINAGE AND BOUNDARIES**

**(A) Flooding/Drainage**

1. Is any part of this property located in a wetlands area?
2. Is any part of this property located in a FEMA flood zone?
3. Are you aware of any past or present drainage or flooding problems affecting the property?
4. Are you aware of any drainage or flooding mitigation on the property?

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

**(B) Boundaries**

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

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

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

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

	Yes	No	Unk	N/A
1				
2				
3				
4				

	Yes	No	Unk	N/A
1				
2				
3				
4				

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19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
1				
2				
1				
2				

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

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

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?
4. Are you aware of any insurance claims filed relating 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?

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

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Yes	No	Unk	N/A

(C) Legal

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

(D) Additional Material Defects

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

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

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

Explain any "yes" answers in section 20:

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21. ATTACHMENTS

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

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- 
- 
- 

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

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

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

*Fred S. Neyhard*

DATE 4/6/26

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 \_\_\_\_\_

Generally speaking, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ SPD Notices 1 of 1 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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