

SELLER'S PROPERTY DISCLOSURE STATEMENT

Form 128-2

Property Address: 206 Mellinger Circle, West Earl Township, Lancaster County, Pennsylvania

Seller: Elaine Beck Estate

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered.

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 (Agent for Seller), any real estate broker, or their agents. 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 the property or any portion of it that would have significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

1. **SELLER'S EXPERTISE.** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the construction and conditions of the property and its improvements, except as follows: _____

2. **OCCUPANCY.** Do you, Seller, currently occupy this property? ☐ Yes ☐ No
If "no", when did you last occupy the property? _____

3. **ROOF.**

- (a) Date roof installed: _____ Documented? ☐ Yes ☐ No ☐ Unknown
- (b) Has the roof been replaced or repaired during your ownership? ☐ Yes ☐ No
If "yes", were the existing shingles removed? ☐ Yes ☐ No ☐ Unknown
- (c) Has the roof ever leaked during your ownership? ☐ Yes ☐ No
- (d) Do you know of any problems with the roof, gutters, or down spouts? ☐ Yes ☐ No

Explain any "yes" answers that you give in this section.

4. **BASEMENTS AND CRAWL SPACES (Complete only if applicable).**

- (a) Does the property have a sump pump? ☐ Yes ☐ No ☐ Unknown
- (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? ☐ Yes ☐ No
If "yes", describe in detail: _____
- (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? ☐ Yes ☐ No
If "yes", describe the location, extent, date, and name of the person who did the repair or control effort: _____

5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS.**

- (a) Are you aware of any termites/wood destroying insects, dryrot, or pests affecting the property? ☐ Yes ☐ No
- (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dryrot, or pests? ☐ Yes ☐ No
- (c) Is your property currently under contract by a licensed pest control company? ☐ Yes ☐ No
- (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years? ☐ Yes ☐ No

Explain any "yes" answers that you give in this section.

6. **STRUCTURAL ITEMS.**

- (a) Are you aware of any past or present water leakage in the house or other structures? ☐ Yes ☐ No
- (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
☐ Yes ☐ No
- (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? ☐ Yes ☐ No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem, and the date and person by whom the work was done, if known: _____

7. **ADDITIONS/REMODELS.** Have you made any additions, structural changes, or other alterations to the property? ☐ Yes ☐ No
If "yes", describe: _____

8. **WATER AND SEWAGE.**

- (a) What is the source of your drinking water?
☐ Public ☐ Community System ☐ Well on Property ☐ Other (Explain)
- (b) If your drinking water source is not public:
When was your water last tested? _____ What was the result of the test?
Is the pumping system in working order? ☐ Yes ☐ No
If "no", explain: _____
- (c) Do you have a softener, filter, or other purification system? ☐ Yes ☐ No If "yes", is the system ☐ Leased ☐ Owned
- (d) What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☐ Septic Tank ☐ Cesspool
☐ Other (explain): _____
- (e) Is there a sewage pump? ☐ Yes ☐ No
If "yes", is it in working order? ☐ Yes ☐ No

8. **WATER AND SEWAGE.** (continued)

(f) When was the septic system or cesspool last serviced?

(g) Is either the water or sewage system shared? ☐ Yes ☐ No

If "yes", explain: _____

(h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items?

☐ Yes ☐ No

If "yes", explain: _____

9. **PLUMBING SYSTEM.**

(a) Type of plumbing: ☐ Copper ☐ Galvanized ☐ Lead ☐ PVC ☐ Unknown ☐ Other (explain): _____

(b) Are you aware of any problems with any of your plumbing fixtures (e.g., including, but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; hot water heater; etc.)? ☐ Yes ☐ No

If "yes", explain: _____

10. **HEATING AND AIR-CONDITIONING.**

(a) Type of air-conditioning: ☐ Central Electric ☐ Central Gas ☐ Wall ☐ None

Number of window units included in the sale: _____ Location: _____

(b) List any areas of the house that are not air-conditioned: _____

(c) Type of heating: ☐ Electric ☐ Fuel Oil ☐ Natural Gas ☐ Other (explain): _____

(d) List any areas of the house that are not heated: _____

(e) Type of water heating: ☐ Electric ☐ Gas ☐ Solar ☐ Other (explain): _____

(f) Are you aware of any underground fuel tanks on the property? ☐ Yes ☐ No

If "yes", describe: _____

Are you aware of any problems with any item in this section? ☐ Yes ☐ No

If "yes", explain: _____

11. **ELECTRICAL SYSTEM.** Are you aware of any problems or repairs needed in the electrical system? ☐ Yes ☐ No

If "yes", explain: _____

12. **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE.** (Complete only if applicable.)

(a) ☐ Electric Garage Door Opener. Number of transmitters: _____

(b) ☐ Smoke Detectors. How many? _____ Location(s): _____

(c) ☐ Security Alarm System. ☐ Owned ☐ Leased Lease Information: _____

(d) ☐ Lawn Sprinkler. Number: _____ ☐ Automatic Timer

(e) ☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub

Pool/Spa Equipment (list): _____

(f) ☐ Refrigerator ☐ Range ☐ Microwave Oven ☐ Dishwasher ☐ Trash Compactor ☐ Garbage Disposal

(g) ☐ Washer ☐ Dryer

(h) ☐ Intercom

(i) ☐ Ceiling fans Number: _____ Location(s): _____

(j) Other: _____

Are any items in this section in need of repair or replacement? ☐ Yes ☐ No ☐ Unknown

If "yes", explain: _____

13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES).**

(a) Are you aware of any fill or expansive soil on the property? ☐ Yes ☐ No

(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property?

☐ Yes ☐ No

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, 3913 Washington Road, McMurray, PA 15317 (412) 941-7100.

(c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? ☐ Yes ☐ No

(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? ☐ Yes ☐ No

(e) Do you know of any past or present drainage or flooding problems affecting the property? ☐ Yes ☐ No

(f) Do you know of any encroachments, boundary line disputes, or easements? ☐ Yes ☐ No

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.

13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES) (continued)**

(g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? ☐ Yes ☐ No

Explain any "yes" answers that you give in this section.

14. **HAZARDOUS SUBSTANCES.**

(a) Are you aware of any underground tanks or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated Biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI), etc.? ☐ Yes ☐ No

(b) To your knowledge, has the property been tested for any hazardous substances? ☐ Yes ☐ No

(c) Do you know of any other environmental concerns that might impact upon the property? ☐ Yes ☐ No

Explain any "yes" answers that you give in this section.

15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS (Complete only if applicable).**

Type: ☐ Condominium* ☐ Cooperative* ☐ Homeowners Association

Other: _____

**Notice Regarding Condominiums and Cooperatives. According to Section 3407 of the Uniform Condominium Act (68 Pa. C.S. §3407 [relating to resale of units] and 68 Pa. C.S. §4409 [relating to resale of cooperative interests]), a buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. The buyer will have the option of cancelling 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.*

16. **MISCELLANEOUS.**

(a) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☐ No

(b) Do you know of any violations of federal, state, or local laws or regulations relating to this property? ☐ Yes ☐ No

(c) Are you aware of any public improvements or condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected? ☐ Yes ☐ No

(d) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale? ☐ Yes ☐ No

(e) 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? ☐ Yes ☐ No

(f) Are you aware of any material defects to the property, dwelling, or fixtures that are not disclosed elsewhere on this form? ☐ Yes ☐ No

(A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.)

Explain any "yes" answers that you give in this section.

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 Agent for Seller to provide this information to prospective buyers of the property and to other real estate agents. **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 that is rendered inaccurate by a change in the condition of the property following completion of this form.

EXECUTOR, ADMINISTRATOR, TRUSTEE

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

ELAINE BECK ESTATE

Signature: By: 
Darla E. Carpenter, Executrix

DATE 10/8/20

RECEIPT AND ACKNOWLEDGMENT 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 _____

**RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT
NOTICE REQUIRED FOR PROPERTIES BUILT BEFORE 1978**

Property Address: 206 Mellinger Circle, West Earl Township, Lancaster County, Pennsylvania

Seller: Elaine Beck Estate

Buyer: _____

Date of Agreement: _____

Buyer and Seller have read the Lead Hazard Notices on the second page of this form.

1. Seller represents that: (check A or B)

- ☐ A Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
- ☐ B Seller has knowledge of the presence of lead-based paint or lead-based paint hazards in or about the Property. (Provide the basis for determining that lead-based paint or hazards exist, the location[s], the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

2. Records/Reports: (check A or B)

- ☐ A Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
- ☐ B Seller has provided Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in or about the Property. (List documents.)

3. Buyer's Acknowledgment.

- A. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this Addendum.
- B. Buyer has received Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in Paragraph 1, and has received any records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in Paragraph 2.

4. Risk Assessment/Inspection. Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer has a ten (10) day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

- ☐ **WAIVED.** Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agree to the RELEASE set forth in Paragraph 5 of this Addendum.

☐ **ELECTED.**

- A. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards. The risk assessment and/or inspection shall be completed within _____ days of the execution of this Agreement of Sale (insert ten [10] unless Buyer and Seller agree to a different period of time). **Failure to obtain the risk assessment and/or inspection by this date will constitute a WAIVER OF BUYER'S RIGHT to obtain the assessment and/or inspection.**
- B. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller, or Agent for Seller, a written list of the specific existing hazards and the corrections requested, along with a copy of the risk assessment and/or inspection report.
- C. Seller may, within _____ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
- D. Upon receiving the corrective proposal, Buyer, within five (5) days, will--
1. Accept the corrective proposal and the Property in writing, which will constitute a RELEASE as set forth in Paragraph 5 of this Addendum; OR
 2. Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID.
- Should Seller fail to submit a written corrective proposal within the time set forth in Paragraph 4C of this Addendum, then Buyer will, within five (5) days--
1. Accept the Property in writing, which will constitute a RELEASE as set forth in Paragraph 5 of this Addendum; or
 2. Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account will be promptly returned to Buyer and this Agreement of Sale will be NULL and VOID.
- E. If Buyer fails to exercise any of Buyer's options within the time limit specified in this Paragraph, then Buyer shall be deemed to have accepted the property and to have agreed to the RELEASE as set forth in Paragraph 5 of this Addendum.

5. RELEASE. Buyer hereby releases, quit claims, and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of lead-based hazards on the Property. This release shall survive settlement.

6. Certification. By signing this Addendum, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

7. **Broker's Certification.**

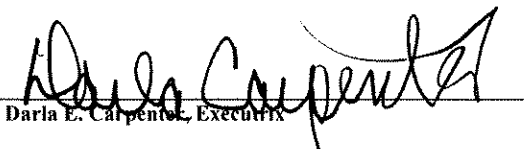
- A. The undersigned Agents involved in this transaction, on behalf of themselves and their brokers, certify that statements regarding lead-based paint are true to the best of their knowledge and belief.
- B. **Agent for Seller's Acknowledgment:** Agent for the Seller has informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d) and is aware of Agent's responsibility to ensure compliance.

ELAINE BECK ESTATE

WITNESS _____

DATE 10/8/20

SELLER By: _____


Darla E. Carpenter, Executive

LEAD HAZARD NOTICES

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.

Lead Hazard Disclosure Requirements: In accordance with the Residential Lead-Based Paint Hazard Reduction Act, any seller of property built before 1978 must provide the buyer with an EPA-approved lead hazards information pamphlet titled *Protect Your Family from Lead in Your Home* and must disclose to the buyer and the Seller's Agent the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, including the basis used for determining that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces. Any seller of a pre-1978 structure must also provide the buyer with any records or reports available to the seller pertaining to lead-based paint or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. The Act further requires that before a buyer is obligated to purchase any housing constructed prior to 1978, the seller shall give the buyer ten (10) days (unless buyer and seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the buyer, in writing. Neither testing nor abatement is required of the seller. Housing built in 1978 or later is not subject to the Act.