

**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** 14 Swamp Church Road, Reinholds, PA 17569

**SELLER** Kathy A. Slavinski and Cindy G. Noe, Co-Executrices of the Estate of Elmer H. Gockley

**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 CGN Date 10/7/24 SPD Page 1 of 10 Buyer's Initials  /  Date











	Yes	No	Unk	N/A
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**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? \_\_\_\_\_
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
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(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? \_\_\_\_\_
2. When was the central air conditioning system last serviced? \_\_\_\_\_
3. 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: \_\_\_\_\_

**15. ELECTRICAL SYSTEM**

	Yes	No	Unk	N/A
327				
328				
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(A) **Type(s)**

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

330 Seller's Initials GGW Date 10/17/24

Yes	No	Unk	N/A

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

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

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

**16. OTHER EQUIPMENT AND APPLIANCES**

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

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

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

**17. LAND/SOILS**

**(A) Property**

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

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

Yes	No	Unk	N/A

Seller's Initials CGN

Date 10/17/24

SPD Page 7 of 10

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Date \_\_\_\_\_





Yes	No	Unk	N/A

**(C) Legal**

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

**(D) Additional Material Defects**

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

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

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

Explain any "yes" answers in section 20: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**21. ATTACHMENTS**

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

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

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

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

**EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

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

Cindy Lane DATE 10/7/24

**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 \_\_\_\_\_