

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 PROPERTY 1105 Bradford Ln.
2 SELLER Brandon J. & Jennifer L. Kohlwes

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

3 Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the
4 seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the
5 law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other
6 transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**
7 **UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

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

26 While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to
27 assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who
28 wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

29 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
30 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 rep-
31 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about
32 the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose
33 a material defect that may not be addressed on this form.

34 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
35 value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem
36 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.

37 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
38 the property. Check unknown when the question does apply to the property but you are not sure of the answer.

39 Seller's Initials BK, JK Date 10/27/20 SPD Page 1 of 10 Buyer's Initials / Date



	Yes	No	Unk	N/A
A		X		
B		X		
C		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
- 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? 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? built 2019

(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 - Shih-tzu

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

(A) Type. Is the Property part of a(n):

- 1. Condominium
- 2. Homeowners association or planned community - see attached
- 3. Cooperative
- 4. Other type of association or community _____

(B) If "yes," how much are the fees? \$ 0, 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 Bradford Heights
- 2. Contact Patty McGraw
- 3. Mailing Address 1781 N. Juniata St. Hollidaysburg, PA 17048
- 4. Telephone Number 814-793-9493

(E) How much is the capital contribution/initiation fee? \$ 0

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? 2019
- 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
1				
2	X			
3				
1	X			
2		X		
3		X		
4		X		
5		X		
C				
D	X			

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

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

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5. BASEMENTS AND CRAWL SPACES

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

(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
1		X		
2		X		
1	X			
2	X			

(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: regular maintenance treatments - Daversa -

7. STRUCTURAL ITEMS

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		
1		X		
2			X	
3				X
E		X		
F	X			

- (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: had a scratch in floor, replaced flooring &

8. ADDITIONS/ALTERATIONS

	Yes	No	Unk	N/A
A	X			
B		X		

- (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)
<u>Retaining Wall around driveway</u>	<u>June 2019</u>	<u>YES</u>	<u>OK</u>
<u>Finished the basement</u>	<u>June 2020</u>	<u>NO</u>	<u>NO</u>

A sheet describing other additions and alterations is attached.

Seller's Initials BK/gk

Date 10/27/20

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Buyer's Initials _____

Date _____

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 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 changed made by the 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

	Yes	No	Unk	N/A
1	X			
2		X		
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(A) Source. Is the source of your drinking water (check all that apply):

- Public
- A well on the property
- Community water
- A holding tank
- A cistern
- A spring
- Other _____
- No water service (explain): _____

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

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

(C) Well

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

(D) Pumping and Treatment

- If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
- Do you have a softener, filter, or other treatment system?
- Is the softener, filter, or other treatment system lease? From whom? _____

(E) General

- When was your water last tested? _____ Test results: _____
- Is the water system shared? With whom? _____

(F) Issues

- Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
- 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: borough turned off water 2 times due to repairs at another location

10. SEWAGE SYSTEM

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

(A) General

- Is your property served by a sewage system (public, private or community)?
- If "no," is it due to availability or permit limitations?
- When was the sewage system installed (or date of connection, if public)? 2019

(B) Type Is your property served by:

- Public (if "yes," continue to D through G below)
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain: _____

	Yes	No	Unk	N/A
213				
214		X		
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223		X		X
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231		X		
232				X
233				
234	X			
235				
236	X			
237				
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239		X		
240				
241		X		

(C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property? _____
2. Are there any cement/concrete septic tanks on the Property? _____
3. Are there any fiberglass septic tanks on the Property? _____
4. Are there any other types of septic tanks on the Property? _____
5. Where are the septic tanks located? _____
6. How often is the on-lot sewage disposal system serviced? _____
7. When was the on-lot sewage disposal system last serviced? _____

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

1. Are you aware of any abandoned septic systems or cesspools on your property? _____
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance? _____

(F) Sewage Pumps

1. Are there any sewage pumps located on the property? _____
2. What type(s) of pump(s)? basement bathroom
3. Are pump(s) in working order? _____
4. Who is responsible for maintenance of sewage pumps? owner

(G) Issues

1. Is any waste water piping not connected to the septic/sewer system? _____
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? _____

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

11. PLUMBING SYSTEM

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

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other _____

(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; exterior faucets; etc.)?

If "yes," explain: _____

12. DOMESTIC WATER HEATING

(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: _____

	Yes	No	Unk	N/A
246				
247	X			
248		X		
249		X		
250	X			
251			X	
252	X			
253		X		
254		X		

	Yes	No	Unk	N/A
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260	X			
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269		X		

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	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? 2019
2. When was the heating system(s) last serviced? 2020
3. How many heating zones are in the property? 1
4. Is there an additional and/or backup heating system? Explain: no

(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: Sunroom

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property? -oven has propane tank
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? 2019
2. When was the central air conditioning system last serviced? 2020
3. How many air conditioning zones are in the property? 1

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

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
1		X		
2	X			

336 Seller's Initials BJE / JKL Date 10/27/20

Buyer's Initials / Date _____

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(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.

Garage doors

Item	Yes	No	Item	Yes	No
Electric garage door opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage transmitters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Keyless entry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stand-alone freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Smoke detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carbon monoxide detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security alarm system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intercom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior fire sprinklers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ceiling fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In-ground lawn sprinklers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A/C window units	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sprinkler automatic timer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Awnings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Swimming pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attic fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot tub/spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Satellite dish	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deck(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storage shed	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/spa heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electric animal fence	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/spa cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Whirlpool/tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Nest smoke alarm	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/spa accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. projector	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Refrigerator(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Sunroom	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	hammock	<input type="checkbox"/>	<input type="checkbox"/>
Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	chairs x2	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.	<input type="checkbox"/>	<input type="checkbox"/>

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

No

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. LAND/SOILS

(A) Property

Fill dirt was brought in to level & seed yard

- 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).

Seller's Initials

BTK, JL

Date

10/27/20

SPD Page 7 of 10

Buyer's Initials

Date

InstoneFORMS

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(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: _____

(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		X		
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19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

(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?
2019	passive	Joe Crossman	

(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		X		
2		X		
1		X		
2		X		
3		X		
4		X		

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		
3		X		
1		X		
2		X		
3		X		

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	Yes	No	Unk	N/A
1		<i>0</i>		
2		<i>0</i>		
1		<i>0</i>		

(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: _____

517 21. ATTACHMENTS

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

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

Plan of lots

Tree Agreement

Declaration of covenants & conditions & restrictions

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

528 SELLER *[Signature]*

DATE 10/27/20

529 SELLER *Jennifer Kohlwees*

DATE 10/27/20

530 SELLER _____

DATE _____

531 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

535 _____ DATE _____

536 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

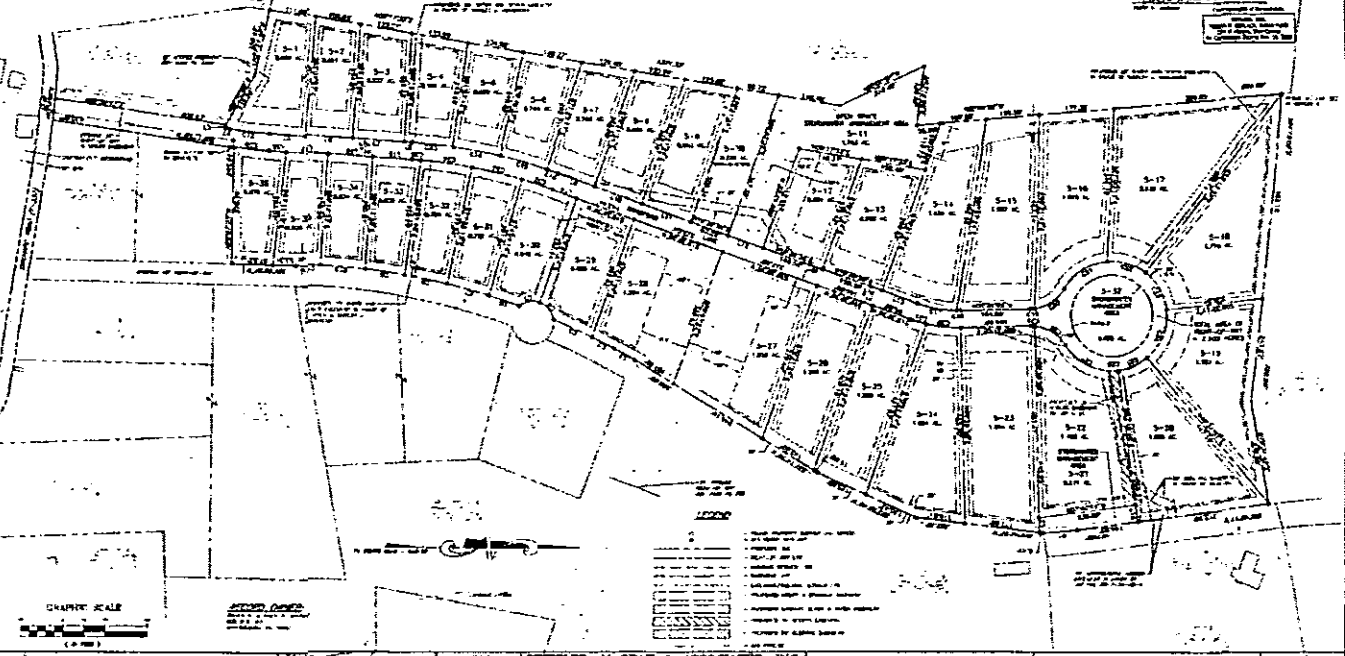
537 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a
 538 warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It
 539 is Buyer's responsibility to satisfy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

541 BUYER _____ DATE _____

542 BUYER _____ DATE _____

543 BUYER _____ DATE _____

LOT NO.	AREA (S.F.)	AREA (A.C.)	REMARKS
1	10,000	0.23	
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STIFFLER, MCGRAW & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
1000 ...
...
PLAN OF LOTS
BRADFORD HEIGHTS
...
PL-1

BRADFORD HEIGHTS SALES AGREEMENT EXHIBIT

LOT #	TREES WITHIN LOT
1	0
2	0
3	0
4	0
5	0
6	1
7	1
8	2
9	2
10	2
12	4
13	4
14	7
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19	8
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TOTALS	139

Owners of each lot shall plant the number of trees as designated above. Trees shall be planted within two (2) years of purchase of lot. Trees to be planted should be trees that are expected to have a minimum 30' canopy diameter within ten (10) years of planting.

EXHIBIT A

McQuaide

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amended Declaration of Covenants, Conditions and Restrictions executed this 30th day of July, 2009, by PATRICIA R. McGRAW, also written PATTY R. McGRAW, hereinafter referred to as the "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Taylor Township, Blair County, Pennsylvania, known as **Bradford Heights**, more particularly described in a Plan of Lots laid out by Stiffler McGraw & Associates, recorded in the Office of the Recorder of Deeds of Blair County on January 11, 2008, Instrument No. 20080055, Plot Book 43, at page 01, et. seq.; and

WHEREAS, ownership of said property was vested in Steven R. McGraw and Patricia R. McGraw, also written Patty R. McGraw, husband and wife; and

WHEREAS, on the 24th day of January, 2008, Steven R. McGraw and Patricia R. McGraw, husband and wife, made and recorded of Declaration of Covenants, Conditions and Restrictions concerning Bradford Heights, which was recorded in the Office of the Recorder of Deeds of Blair County at Instrument No. 200801470; and

WHEREAS, Paragraph 31 of said Declaration provides as follows:

- 31. Until ten (10) lots are sold by the Declarants, Declarants retain the right to amend, modify, or eliminate any of the within covenants by filing an amended Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant has sold less than ten (10) lots and desires to amend said Declaration, as previously filed; and

WHEREAS, Steven R. McGraw died the 3rd day of August, 2008 thereby vesting title in Patricia R. McGraw, as surviving tenant by the entireties; and

NOW THEREFORE, Declarant hereby declares that all of the said properties, described above, sold from and after this date shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. No trailer, shed, or other temporary or movable building or facility shall be erected or maintained on any lot except as may be reasonably necessary for a short period of time for use in aiding the erection of a dwelling on said lot, and in no event shall said trailer, shed or other temporary movable building or facility be maintained on a lot after completion of said dwelling.
2. There shall be no subdivision of any single lots within the subdivision.
3. Nothing but one single family private dwelling or residence designed for occupancy by one family shall be erected on any said lots, provided, however, that nothing herein contained shall be construed to prevent the use of one building site of two or more lots, or the use as a building site or portions of two or more lots, nor shall said premises be used for any purposes other than residential purposes.
4. No single family dwelling erected on any lot shall contain more than two and one-half (2 ½) floors and the total height of said dwelling shall not exceed thirty-five feet (35') to be measured from the top of the basement level of said dwelling and said basement level is to be that level which is wholly or substantially below ground.
5. Any dwelling erected on said lot shall contain a minimum of one thousand eight hundred (1,800) square feet of living space, excluding the garage, unfinished basements, attics, and open or enclosed porches and patios.
6. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.
7. No building, pool, facility or structure or any addition thereto, or any part or projection thereof shall be erected on a lot beyond the building restriction line of said lot as indicated on the Plan of Lots.
8. No excavation of stone, gravel, or earth shall be made upon any lot except for basements, cellars, retaining walls, landscaping and driveways.
9. Within one (1) month after completion of a dwelling on a lot, debris and waste material remaining on the ground shall be picked up and disposed of. Within one (1) year after completion of a dwelling on a lot, said lot shall be landscaped, including the seeding of bare earth, in a workmanlike manner.

10. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways.
11. No trailer, basement of partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any lot shall at any time be used as a residence.
12. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Said rubbish, garbage or other waste shall be kept in sanitary containers and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. No dumpsters, roll-offs, or other containers for refuse shall be permitted on the lot when construction of the home or improvement is completed.
13. No signs or billboards of any character shall be erected, pasted or posted or displayed upon any, or about the lot, except a small sign advertising a property for sale, and except that Declarant, her successors and assigns, as developers of the tract or adjacent tracts shall have the right to erect and maintain signs and control their size and heights regarding the development of said lots or adjacent lands.
14. No structure of any kind shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of any structure shall have been approved in writing by a duly authorized representative of Declarant, or her assignees. Said construction plans and specifications must be approved within fifteen (15) days from the date of submission of same for consideration. In the event that a written disapproval is not received within said fifteen (15) day period, said construction plans and specifications shall be deemed to be approved. If said review is performed prior to the purchase of any lot, no guarantee of a lot purchase shall be implied or conferred upon a potential buyer.
15. The building construction type and contractor must be approved in writing by a duly authorized representative of Declarant, or her assignees. Manufactured housing, modular construction, and mobile homes of any type are specifically excluded. Declarant reserves the right to disapprove any plans which are not in accordance with the Declarant's desired character for the development.

16. No separate garage shall be erected for the storage of more than two (2) passenger automobiles nor of a fair market value of cost less than \$20,000, measured in terms of the purchasing power of 2008 dollars as defined in paragraph number 24. Said separate garage shall be of architectural design similar to that of the residence on said lot and shall not be erected before the erection of said residence, but only concurrently or thereafter.
17. No antenna or satellite dish in excess of three (3') feet in diameter shall be placed on any lot.
18. No above ground swimming pools shall be erected or maintained on any lot.
19. There is reserved around of the perimeter of each lot certain perpetual, alienable and releasable easements over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, said easement area to be confined to that portion between the boundary lines of each lot and the building setback lines as shown on the Plan for Bradford Heights.
20. No horses, cattle, pigs, sheep, goats or poultry or any wild animals shall be kept or maintained on any of the lots in this subdivision. This restriction shall not apply to dogs, cats, or other small domestic animals generally considered as pets, so long as said dogs, cats or other small domestic animals are of a quiet and inoffensive nature.
21. All garbage, refuse, trash, ashes, and waste of any other type if deposited outside a structure must be placed in suitable containers and shall be removed at least once per week.
22. No out buildings including, but not limited to, garages and barns shall be erected on any lot where the roof line is higher than the eaves of the adjacent dwelling.
23. No outdoor furnaces of any kind shall be permitted on any lot.
24. No residence or combination residence and garage shall be erected upon any lot, the cost or fair market value (excluding the value of the land and any landscaping) which is less than \$180,000, measured in terms of the purchasing power of 2008 United States Dollars. Said cost or value in term of said 2008 Dollars shall be determined by reference to United States Government statistics relating to comparative dollar values with particular reference to the comparative cost of building construction.

25. No lot shall be used as a right-of-way, roadway, or other means of access to adjoining land which is not part of Bradford Heights without the express written consent of Declarant.
 26. There shall be no outdoor storage of recreational vehicles, motor coaches, boats or trailers. Any such boat, vehicle, or trailer shall not be permitted to be maintained out of doors, for a period of more than 48 hours. No such trailers, recreational vehicles, motor coaches, or other vehicles shall be used as dwelling units.
 27. Lots Nos. 5-11, 5-37, and 5-21 in Bradford Heights Subdivision are hereby dedicated for the express purpose of storm water management areas. The ownership of said lots shall be vested in the Homeowner's Association referred to in Paragraph 31.
 28. Each lot owner shall be responsible for construction and maintenance of driveway culverts and seepage pits on such owner's particular lot in accordance with the specifications set forth on Exhibit "A", Individual Lot Construction Seepage Pit and Driveway Pipes, attached hereto.
 29. The purchaser of any lot must commence construction within five (5) years of the date of the Deed. If construction has not commenced within said period of time, Declarant, at her option, shall have the right, but not the obligation, to re-purchase the lot at the original consideration at the time of purchase.
 30. Until ten (10) lots are sold by the Declarant, Declarant retains the right to amend, modify, or eliminate any of the within covenants by filing an amended Declaration of Covenants, Conditions, and Restrictions.
 31. Following the sale of ten (10) or more lots from the said subdivision, the lot owners shall form a Homeowners Association, on the basis of one vote per lot, which shall thereafter be responsible for maintenance of common areas, including, but not limited to open space areas, recreational areas, storm water management, and drainage ditches, and for the enforcement of the restrictions and covenants contained in this Declaration.
 32. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and enforced by the Declarant, her legal representatives, heirs, and assigns, or the Homeowner's Association to be formed by the lot owners of the development, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated during any such ten (10) year period of extension by an
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instrument signed by not less than seventy-five (75) percent of the then owners of said lots. Any such amendment or termination must be recorded with the Recorder of Deeds of Blair County.

33. Violation of any restrictions or conditions or breach of any covenant herein contained shall give the Declarant or homeowners association, in addition to all other remedies, the right to enter upon the property or as to which such violation or breach consists and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor be liable for any damages occasioned thereby.
34. Since it is impossible to measure in money the damages which will accrue by reason of a violation of any of the provisions of this Declaration, if the Declarant or homeowners association shall institute any action or proceedings to enforce any provision against whom such action or proceeding is brought shall be deemed to waive the claim or defense therein that the Declarant has an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists. This remedy of specific performance shall be in addition to any and all remedies available to the Declarant at law in this Declaration.
35. Failure by the Declarant, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.
36. If one or more of the restrictions, covenants and conditions contained herein shall be invalid or unlawful, it shall not affect the validity or enforceability of the remaining restrictions, covenants or conditions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set her hand and seal the day and year first above written.

Patricia R McGraw (SEAL)
Patricia R. McGraw

Patty R McGraw (SEAL)
also known as Patty R. McGraw

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BLAIR :

On this, the 30th day of July, 2009, before me, the undersigned Officer, personally appeared **PATRICIA R. McGRAW**, also written **PATTY R. McGRAW**, known to be (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nancy L. Robertson, Notary Public
Hollidaysburg Borough, Blair County
My commission expires July 03, 2012