

Delaware River Closing Services, Inc.  
6464 Lower York Road  
Suite B  
New Hope, PA 18938  
(215) 794-3672

ALTA Combined Settlement Statement

<b>File #:</b>	DRC-PA-5205	<b>Property</b>	244-48 North 3rd Street Unit #4C & Unit #4D Philadelphia, PA 19106	<b>Settlement Date</b>	04/15/2022
<b>Prepared:</b>	04/14/2022			<b>Disbursement Date</b>	04/15/2022
<b>Closing</b>	Anne M. Moore				
<b>Professional:</b>		<b>Buyer</b>	Stephen J. Boerner and Melissa A. Bemer 3 Hedgerow Lane Strafford, PA 19087		
		<b>Seller</b>	Richard J. Gities 244-48 North 3rd Street Unit #4C & Unit #4D Philadelphia, PA 19106		
		<b>Lender</b>	1st Colonial Community Bank Woodland Falls Corporate Park, 210 Lake Drive East, Suite 300 Cherry Hill, NJ 08002		

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Primary Charges &amp; Credits</b>		
	\$400,000.00	Sales Price of Property	\$400,000.00	
		Deposit		\$40,000.00
		Loan Amount		\$360,000.00
		Lender Credit		\$556.00
		<b>Prorations/Adjustments</b>		
	\$194.70	Assessments 04/15/2022 to 05/01/2022	\$194.70	
	\$285.45	Association Dues 04/15/2022 to 05/01/2022	\$285.45	
	\$1,591.20	City/Town Taxes 04/15/2022 to 01/01/2023	\$1,591.20	
	\$2,735.20	County Taxes 04/15/2022 to 01/01/2023	\$2,735.20	
		<b>Loan Charges</b>		
		Loan origination	\$995.00	
		Appraisal Fee (\$550.00 POC by Borrower)		
		Condo Docs Review Fee	\$200.00	
		Condo Questionnaire	\$395.00	
		Credit Report Fee	\$55.00	
		Flood Certification Fee	\$8.00	
		Prepaid Interest (\$41.92 per day from 04/15/2022 to 05/01/2022)	\$670.68	
		<b>Impounds</b>		
		Homeowner's Insurance \$18.67 per month for 3 mo.	\$56.01	
		Property taxes \$506.14 per month for 6 mo.	\$3,036.84	
		Aggregate adjustment		\$692.79
		<b>Payoffs/Payments</b>		
\$73,775.93		Payoff to Wells Fargo		
		Principal : \$73,722.69		
		Additional Interest : \$53.24		

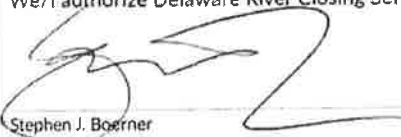
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Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees	\$483.50	
		---Deed: \$256.75		
		---Mortgage: \$226.75		
\$6,556.00		Transfer Tax (City Deed Taxes) to Philadelphia County Recording Office	\$6,556.00	
\$2,000.00		Transfer Tax (State Deed Taxes) to Philadelphia County Recording Office	\$2,000.00	
		<b>Commissions</b>		
		Brokers Commission to Kurfiss Sotheby's International Realty	\$295.00	
\$12,000.00		Listing Agent Commission to Kurfiss Sotheby's International Realty		
\$12,000.00		Selling Agent Commission to Kurfiss Sotheby's International Realty		
		<b>Title Charges</b>		
		Title - Courier Fee to ClosingPro	\$19.50	
		Title - CPL (Lender) to Fidelity National Title Insurance Company	\$125.00	
		Title - E Doc Fee to ClosingPro	\$50.00	
		Title - Lender's TIRBOP - PA 100 Endorsement to Fidelity National Title Insurance Company	\$100.00	
		Title - Lender's TIRBOP - PA 300 Endorsement to Fidelity National Title Insurance Company	\$100.00	
		Title - Lender's TIRBOP - PA 810 Endorsement to Fidelity National Title Insurance Company	\$100.00	
		Title - Lender's TIRBOP - PA 900 Endorsement to Fidelity National Title Insurance Company	\$100.00	
		Title - Notary Fee to ClosingPro	\$50.00	
		Title - Wire Transfer Fee to Delaware River Closing Services, Inc.	\$10.00	
		Title - Owner's Title Policy to Fidelity National Title Insurance Company	\$3,008.50	
		<b>Miscellaneous Charges</b>		
\$1,244.37		Association Balance Unit 4 C to Commons at New Street Condominiums		
\$1,804.00		Association Balance Unit 4 D to Commons at New Street Condominiums		
		Association Capital Contribution Unit 4 C to Commons at New Street Condominiums	\$778.94	
		Association Capital Contribution Unit 4 D to Commons at New Street Condominiums	\$1,141.54	
\$295.00		Conveyancing Fee to Delaware River Closing Services, Inc.		
\$15.00		Courier Fee(s) to ClosingPro		
		Document Fee Unit 4 C to Commons at New Street Condominiums	\$75.00	
		Document Fee Unit 4 D to Commons at New Street Condominiums	\$75.00	
\$95.00		Document Preparation to ClosingPro		
		May Association Dues Unit 4 C to Commons at New Street Condominiums	\$389.47	
		May Association Dues Unit 4 D to Commons at New Street Condominiums	\$570.77	
		Move in Fee Unit 4 D to Commons at New Street Condominiums	\$150.00	
		Move in Fee Unit 4C to Commons at New Street Condominiums	\$150.00	
\$30.00		Notary Fee to ClosingPro		
\$14,881.75		Payoff of loan for Unit 4 D to Commons at New Street Condominiums		
\$10,154.60		Payoff of Loan for Unit 4C to Commons at New Street Condominiums		
\$115.00		Reimburse for Certification to Kurfiss Sotheby's International Realty		
\$445.00		Reimbursement for 2 resale certs to Juliana Martell		
\$35.00		Release Tracking/Search to ReQuire		
\$2,462.00		Special Assessment Unit 4 C to Commons at New Street Condominiums		
\$3,608.00		Special Assessment Unit 4 D to Commons at New Street Condominiums		
		Homeowner's Insurance Premium to Goodville Mutual	\$224.00	

Seller		Buyer	
Debit	Credit	Debit	Credit
\$141,516.65	\$404,806.55	\$426,775.30	\$401,248.79
		Subtotals	
		Due from Buyer	
		\$25,526.51	
\$263,289.90		Due to Seller	
\$404,806.55	\$404,806.55	\$426,775.30	\$426,775.30
		Totals	

#### Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.  
We/I authorize Delaware River Closing Services, Inc. to cause the funds to be disbursed in accordance with this statement.

  
Stephen J. Boerner

4/15/22  
Date

  
Richard J. Gities

4/15/22  
Date

  
Melissa A. Berner

4/15/22  
Date

  
Settlement Agent

4/15/22  
Date



# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### Transaction Identification Data for reference only:

Issuing Agent: Delaware River Closing Services, Inc.  
Issuing Office: 6464 Lower York Road, Suite B, New Hope, PA 18938  
ALTA® Universal ID:  
Loan ID Number: 2022000535  
Issuing Office File Number: DRC-PA-5205  
Commitment Number: DRC-PA-5205-1  
Revision Number:  
Property Address: 244-48 North 3rd Street, Unit #4C & Unit #4D, Philadelphia, PA 19106

### SCHEDULE A

1. Commitment Date: ~~01/03/2022~~ 4/15/22
2. Policy or Policies to be issued:
  - a) ALTA Homeowner's Policy Policy Amount: \$400,000.00  
PROPOSED INSURED: **Stephen Boerner & Melissa Bemer, husband and wife**
  - b) ALTA Loan Policy Policy Amount: \$360,000.00  
PROPOSED INSURED: **1st Colonial Community Bank, ISAOA/ATIMA**
3. The estate or interest in the Land described or referred to in this Commitment and covered herein is: Fee Simple
4. Title to the Fee Simple estate or interest in said Land is at the effective date hereof vested in:

Richard J. Gities

BEING as to "Unit 4C" the same premises which The Renaissance Group, Inc. by Deed dated 7/02/1998 and recorded 7/28/1998 in Philadelphia County in Deed Book JTD 734 Page 443 conveyed unto Richard J. Gities, in fee.

BEING as to "Unit 4D" the same premises which The Renaissance Group, Inc. by Deed dated 7/02/1998 and recorded 7/28/1998 in Philadelphia County in Deed Book JTD 734 Page 439 conveyed unto Richard J. Gities, in fee.

AS TO Unit 4C and Unit 4D:

BEING the same premises which Richard J. Gities by Deed dated 9/10/2002 and recorded 9/18/2002 in Philadelphia County as Document No. 50529161 conveyed unto Richard J. Gities, as sole owner, in fee. (\$1.00 Consideration)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

ALTA Commitment for Title Insurance 8-1-16

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

5. The Land is described as follows:

244-48 North 3rd Street, Unit #4C & Unit #4D  
Philadelphia, PA 19106  
City of Philadelphia, County of Philadelphia

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Countersigned:

Authorized Signatory  
Brendan Nolan  
Delaware River Closing Services, Inc. 592383  
6464 Lower York Road  
Suite B  
New Hope, PA 18938  
Tel: (215) 794-3672  
Fax: (215) 794-0705

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Report who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

DEED FROM: Richard J. Gities

TO: Stephen Boerner and Melissa Bemer, husband and wife

DATED:

RECORDED:

MORTGAGE FROM: Stephen Boerner and Melissa Bemer, husband and wife

TO: 1st Colonial Community Bank

DATED:

RECORDED:

5. Possible unfiled mechanics liens and municipal claims.
6. Terms of any unrecorded lease or rights of parties in possession.
7. Proof that all natural persons in this transaction are of full age and legally competent.
8. Proof of identity of parties as set forth in Recital.
9. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
10. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this form. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
11. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

12. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
13. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
14. Company assumes no liability as to water usage unless an update and current water meter reading is produced at settlement.
15. Certification to be obtained from PGW as to amounts due for gas service to the subject property.
16. Current year's taxes, if unpaid, are delinquent after March 30th and additional penalty and interest will be due.
17. Determination to be made regarding Solid Resources Fee assessed by the Streets Department of the City of Philadelphia and all fees due to be paid. [Note: The Solid Resources Fee for an entire calendar year becomes a lien on title as of January 1st of that calendar year.]
18. Municipal Claims: Prior to closing you must obtain amounts due by contacting: [wateramountdue@phila.gov](mailto:wateramountdue@phila.gov) or call 215-686-6995, [Agency.Receivables@phila.gov](mailto:Agency.Receivables@phila.gov) or call 215-686-6648 and [solidresources@phila.gov](mailto:solidresources@phila.gov) or call 215-686-5090.
19. Unit 4C:

### TAXES:

Tax No. 88-8053476

2022 City and School Taxes \$2,232.68 (Plus Interest, Penalty and Cost)

Produce receipts for the years 2021 and 2022.

2022 Assessment \$159,500.00 (Taxable) \$45,000.00 (Exempt)

The current owner of the proposed insured property noted herein receives a tax exemption.

### Unit 4D:

### TAXES:

Tax No. 88-8053477

2022 City and School Taxes \$3,841.05 (Plus Interest, Penalty and Cost)

Produce receipts for the years 2021 and 2022.

2022 Assessment \$274,400.00

### 20. CURRENT WATER AND SEWER RENTS:

21. Source of water to be disclosed, receipts produced and additional searches completed prior to settlement. (If sufficient information is not furnished, funds will be retained at settlement.)

### 22. MECHANICS AND MUNICIPAL CLAIMS: NONE

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### 23. MORTGAGES:

A. Amount: \$24,600.00  
Mortgagor: Richard J. Gities  
Mortgagee: Colonial Mortgage Service Company  
Dated: 5/21/2002 and Recorded 6/03/2002 as Document No. 50467605.

B. Amount: \$115,000.00  
Mortgagor: Richard J. Gities  
Mortgagee: Kuranda Financial Mortgage, Inc.,  
Dated: 8/29/2006 and Recorded 9/07/2006 as Document No. 51525085.

Assignment of Mortgage Recorded 9/07/2006 as Document No. 51525086.

### 24. JUDGMENTS: NONE

25. U.S. Bankruptcy Court, Eastern District of Pennsylvania - No Open Cases Found

26. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

27. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

28. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

29. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

30. Satisfactory evidence to be produced that there are no unpaid condominium assessments, fees, charges, late fees, fines and interest for either prior or current years.

31. In the event that all installments for condominium assessments have not been paid in full through the current year, the following exception will appear on the title policies: Condominium assessments for current year. Company insures that all installments of current years condominium assessments have been paid to \_\_\_\_.

32. Proof that written notice of the name and address of the Mortgagee (along with conformed copied of the mortgage documents) has been given to the Executive Board of Condominium Association.

33. Last Insured: Olde City Abstract, Inc. ; No. 10694 & 10695; Dated: 7/22/1998; Amount: \$50,000.00 and \$75,000.00.

34. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE

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ALTA Commitment for Title Insurance 8-1-16

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Report Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
7. Terms, conditions, restrictions and obligations created by the Declaration of The Commons at New Street Condominium Dated 12/26/1984 and recorded in Deed Book FHS 39 page 418; and an Amendment to Declaration recorded 8/18/1999 in Deed Book JTD 1131 page 164; and Second Amendment to Declaration recorded 01/31/2011 at Document No. 52325364 and the By-Laws for said Condominium and the Declaration Plan recorded as part of the Declaration.
8. Deed of Facade Easement between The Commons at New Street Condominium Association, a Pennsylvania non-profit corporation, Karr Barth Investments, a Pennsylvania general partnership, The Commons at New Street Associates, a Pennsylvania partnership, and Philadelphia Historic Preservation Corporation dated 12/28/1984 and recorded in Deed Book FHS 47 Page 342.

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**SELLER'S PROPERTY DISCLOSURE STATEMENT**

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

1 **PROPERTY** 244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106

2 **SELLER** Stephen Boerner Melissa A Bemer

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 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  
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**  
6 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  
7 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  
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist  
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see  
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement  
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 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**  
14 **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-**  
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns  
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**  
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

34 **COMMON LAW DUTY TO DISCLOSE**

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-  
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order  
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

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

42 \_\_\_\_\_ DATE \_\_\_\_\_

43 **Seller's Initials** SB MLB **Date** 7/18/2024

**SPD Page 1 of 11**

**Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_



Kurfiess Sotheby's International Realty, 6038 Lower York Rd New Hope PA 18938  
Juliana Martell

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rev. 3/21; rel. 7/21  
246 N 3rd St, Unit 4CD

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**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. All questions must be answered.

**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?

	Yes	No	Unk	N/A
A		X		
B	X			
C		X		

Explain any "yes" answers in Section 1: current residents rent from owners. Lease expires Sept. 30th, 2024. Lease is not renewing. Available Oct. 1, 2024

**2. OWNERSHIP/OCCUPANCY****(A) Occupancy**

1. When was the Property most recently occupied? currently occupied
2. By how many people? two. Seller moved out Sept 2023, renters to present
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property? Sept 2023

**(B) Role of Individual Completing This Disclosure.** Is the individual completing this form:

1. The owner
2. The executor or administrator
3. The trustee
4. An individual holding power of attorney

(C) When was the Property acquired? April 2022

(D) List any animals that have lived in the residence(s) or other structures during your ownership: 1 dog April 2022 - Sept 2023

Explain Section 2 (if needed): no damage related

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4				
B1	X			
B2		X		
B3		X		
B4		X		
C				

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

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

**(B) 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 \_\_\_\_\_

(C) If "yes," how much are the fees? \$ 647, paid ([ X ] Monthly) ([ ] Quarterly) ([ ] Yearly)

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: full building utilities, parking, etc.

**(E) If "yes," provide the following information:**

1. Community Name Commons of New Street
2. Contact Karen Lanetti
3. Mailing Address PO Box 148 Ridley Park, PA 19078
4. Telephone Number 484.483.2668

(F) How much is the capital contribution/initiation fee(s)? \$ \_\_\_\_\_

	Yes	No	Unk	N/A
B1	X			
B2	X			
B3		X		
B4		X		
C				
D	X			
E1				
E2				
E3				
E4				
F			X	

**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, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular 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. ROOFS AND ATTIC****(A) Installation**

1. When was or were the roof or roofs installed? \_\_\_\_\_
2. Do you have documentation (invoice, work order, warranty, etc.)? \_\_\_\_\_

**(B) Repair**

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

**(C) Issues**

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1			X	
A2				X
B1			X	
B2			X	
C1		X		
C2		X		
C3		X		

Seller's Initials SB MLB Date 7/18/2024

SPD Page 2 of 11

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

**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. All questions must be answered.

**Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:** \_\_\_\_\_

## 5. BASEMENTS AND CRAWL SPACES

### (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 past or present 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 sewer system?

	Yes	No	Unk	N/A
A1		X		
A2				
A3				X
A4				X
B1		X		
B2		X		
B3		X		

**Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:** \_\_\_\_\_

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

### (A) Status

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

### (B) Treatment

1. Is the 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?

	Yes	No	Unk	N/A
A1		X		
A2		X		
B1		X		
B2		X		

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

## 7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?

### (D) Stucco and Exterior Synthetic Finishing Systems

1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
2. If "yes," indicate type(s) and location(s) Guest Bathroom-AC Unit Leak-mid 2023
3. If "yes," provide date(s) installed June 2023

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A	X			
B		X		
C		X		
D1		X		
D2				
D3				
E		X		
F		X		

**Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_

AC unit above guest bathroom died, leaked. Replaced AC with brand new unit

## 8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A		X		

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
AirMaster Heating & Cooling Specialists	June 2023	N/A	Yes

Seller's Initials SB MAB Date 7/18/2024 SPD Page 3 of 11 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_





**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. All questions must be answered.

**(E) 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?

Yes	No	Unk	N/A
	X		
	X		

**Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_

**10. SEWAGE SYSTEM****(A) General**

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)? \_\_\_\_\_
- Name of current service provider, if any: \_\_\_\_\_

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

- Public
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain: \_\_\_\_\_

**(C) Individual On-lot Sewage Disposal System.** (check all that apply):

- Is your sewage system within 100 feet of a well?
- Is your sewage system subject to a ten-acre permit exemption?
- Does your sewage system include a holding tank?
- Does your sewage system include a septic tank?
- Does your sewage system include a drainfield?
- Does your sewage system include a sandmound?
- Does your sewage system include a cesspool?
- Is your sewage system shared?
- Is your sewage system any other type? Explain: \_\_\_\_\_
- Is your sewage system supported by a backup or alternate system?

**(D) Tanks and Service**

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain \_\_\_\_\_
- Where are the septic tanks located? \_\_\_\_\_
- When were the tanks last pumped and by whom? \_\_\_\_\_

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

- Are you aware of any abandoned septic systems or cesspools on the Property?
- If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

**(F) Sewage Pumps**

- Are there any sewage pumps located on the Property?
- If "yes," where are they located? \_\_\_\_\_
- What type(s) of pump(s)? \_\_\_\_\_
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps? Building's Property Manageme

**(G) Issues**

- How often is the on-lot sewage disposal system serviced? \_\_\_\_\_
- When was the on-lot sewage disposal system last serviced and by whom? \_\_\_\_\_
- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

	Yes	No	Unk	N/A
A1	X			
A2				X
A3			X	
A4			X	
B1	X			
B2		X		
B3		X		
B4			X	
C1				X
C2				X
C3				X
C4				X
C5				X
C6				X
C7				X
C8				X
C9				X
C10				X
D1			X	
D2			X	
D3			X	
D4			X	
D5			X	
D6				X
E1		X		
E2			X	
F1			X	
F2				X
F3			X	
F4			X	
F5				X
G1			X	
G2			X	
G3			X	
G4		X		

**Seller's Initials** SB MLB **Date** 7/18/2024 **SPD Page 5 of 11** **Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_

**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. All questions must be answered.

**Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_

### 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 past or present 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: \_\_\_\_\_

	Yes	No	Unk	N/A
A1			X	
A2			X	
A3			X	
A4			X	
A5			X	
A6			X	
A7			X	
B	X			

### 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
- If "yes," is the tank owned by Seller?
5. Solar
- If "yes," is the system owned by Seller?
6. Geothermal
7. Other \_\_\_\_\_

(B) **System(s)**

1. How many water heaters are there? Two
- Tanks Two Tankless 0
2. When were they installed? 2010, 2014
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: \_\_\_\_\_

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
A7				
B1				
B2				
B3				
C		X		

### 13. HEATING SYSTEM

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
- If "yes," is the tank owned by Seller?
5. Geothermal
6. Coal
7. Wood
8. Solar shingles or panels
- If "yes," is the system owned by Seller?
9. 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 flooring
7. Radiant ceiling

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
A7		X		
A8		X		
A9				X
B1	X			
B2		X		
B3		X		
B4		X		
B5		X		
B6		X		
B7		X		

Seller's Initials SB MAB

Date 7/18/2024

SPD Page 6 of 11

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

Date \_\_\_\_\_

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246 N 3rd St, Unit

000006



**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. All questions must be answered.

	Yes	No	Unk	N/A
8. Pellet stove(s) How many and location? _____		X		
9. Wood stove(s) How many and location? _____		X		
10. Coal stove(s) How many and location? _____		X		
11. Wall-mounted split system(s) How many and location? _____		X		
12. Other: _____		X		
13. If multiple systems, provide locations _____				
<b>(C) Status</b>				
1. Are there any areas of the house that are not heated? If "yes," explain: _____		X		
2. How many heating zones are in the Property? <u>Two</u>				X
3. When was each heating system(s) or zone installed? <u>1) 2023 2) 15-20 yrs.</u>			X	
4. When was the heating system(s) last serviced? <u>2023 (both)</u>				
5. Is there an additional and/or backup heating system? If "yes," explain: _____			X	
6. Is any part of the heating system subject to a lease, financing or other agreement? If "yes," explain: _____		X		
<b>(D) Fireplaces and Chimneys</b>				
1. Are there any fireplaces? How many? _____		X		
2. Are all fireplaces working?		X		
3. Fireplace types (wood, gas, electric, etc.): _____				X
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?				X
5. Are there any chimneys (from a fireplace, water heater or any other heating system)?			X	
6. How many chimneys? _____				X
7. When were they last cleaned? _____				X
8. Are the chimneys working? If "no," explain: _____				X
<b>(E) Fuel Tanks</b>				
1. Are you aware of any heating fuel tank(s) on the Property?		X		
2. Location(s), including underground tank(s): _____				X
3. If you do not own the tank(s), explain: _____				X
<b>(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____</b>				
<b>14. AIR CONDITIONING SYSTEM</b>				
<b>(A) Type(s). Is the air conditioning (check all that apply):</b>				
1. Central air	X			
a. How many air conditioning zones are in the Property? <u>Two</u>				
b. When was each system or zone installed? <u>1) 2023 2) 15-20 yrs.</u>				
c. When was each system last serviced? <u>2023 (both)</u>				
2. Wall units How many and the location? _____		X		
3. Window units How many? _____		X		
4. Wall-mounted split units How many and the location? _____		X		
5. Other _____		X		
6. None		X		
<b>(B) Are there any areas of the house that are not air conditioned? If "yes," explain: _____</b>				
<b>(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____</b>				

Seller's Initials SB MAB Date 7/18/2024 SPD Page 7 of 11 Buyer's Initials \_\_\_\_\_ / Date \_\_\_\_\_

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. All questions must be answered.

### 15. ELECTRICAL SYSTEM

#### (A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
  - a. If "yes," is it entirely or partially solar powered? \_\_\_\_\_
  - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: \_\_\_\_\_

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

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

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

	Yes	No	Unk	N/A
A1			X	
A2	X			
A3		X		
3a				X
3b				X
B				X
C		X		
D		X		

### 16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The 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. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

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

(C) Explain any "yes" answers in Section 16: Current tenants reported oven range works fine, Low oven temp reported June 2023

### 17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground? \_\_\_\_\_
2. Saltwater or chlorine? \_\_\_\_\_
3. If heated, what is the heat source? \_\_\_\_\_
4. Vinyl-lined, fiberglass or concrete-lined? \_\_\_\_\_
5. What is the depth of the swimming pool? \_\_\_\_\_
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17: \_\_\_\_\_

	Yes	No	Unk	N/A
A		X		
A1				X
A2				X
A3				X
A4				X
A5				X
A6				X
A7				X
B		X		
B1				X
B2				X

**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. All questions must be answered.

# 18. WINDOWS

- (A) Have any windows or skylights been replaced during your ownership of the Property?
- (B) Are you aware of any problems with the windows or skylights?

	Yes	No	Unk	N/A
A		X		
B		X		

**Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** \_\_\_\_\_

# 19. 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?
- 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 on the Property?

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4		X		
A5		X		

**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 further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

## (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:

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

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		

**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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: \_\_\_\_\_

	Yes	No	Unk	N/A
C1		X		
C2		X		
C3		X		
C4		X		
C5		X		

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

# 20. FLOODING, DRAINAGE AND BOUNDARIES

## (A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

	Yes	No	Unk	N/A
A1		X		
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
A7		X		

**Seller's Initials** SB MAB **Date** 7/18/2024 **SPD Page 9 of 11** **Buyer's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_

**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. All questions must be answered.

**Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:**

**(B) Boundaries**

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
  - a. If "yes," is there a written right of way, easement or maintenance agreement?
  - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B3a		X		
B3b		X		
B4		X		

**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.

**Explain any "yes" answers in Section 20(B):**

**21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

**(A) Mold and Indoor Air Quality (other than radon)**

1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?

	Yes	No	Unk	N/A
A1	X			
A2	X			

**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?
2. If "yes," provide test date and results
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1		X		
B2				X
B3		X		
C1		X		
C2		X		
D1		X		
D2		X		
E			X	
F1		X		
F2		X		
F3		X		
F4		X		

**(C) Lead Paint**

If the 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 on a separate disclosure form.

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 underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

**(E) Dumping.** Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location:

**(F) Other**

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

**Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):** 6/'22: removed carpet in 2nd BR. Found Black Mold. Prof cleaned 6/'22. Hardwood installed

**22. MISCELLANEOUS**

**(A) Deeds, Restrictions and Title**

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1		X		
A2	X			

**Seller's Initials** SB MB **Date** 7/18/2024

**SPD Page 10 of 11** **Buyer's Initials**        /        **Date**

**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. All questions must be answered.

3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?

**(B) Financial**

- 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?
- Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the Property during your ownership?

**(C) Legal**

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

**(D) Additional Material Defects**

- 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.

- 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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: A2: Designated as "Historic"

**23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER	<u>DocuSigned by:</u>	DATE	<u>7/18/2024</u>
SELLER	<u>Stephen Turner</u>	DATE	<u>7/23/2024</u>
SELLER	<u>DocuSigned by:</u>	DATE	
SELLER	<u>Melissa Turner</u>	DATE	
SELLER	<u>E72295097E44A7</u>	DATE	
SELLER		DATE	
SELLER		DATE	
SELLER		DATE	

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

The undersigned Buyer acknowledges receipt of this 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



**SELLER'S PROPERTY DISCLOSURE STATEMENT ADDENDUM****SDA**

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

1 **PROPERTY 244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106**2 **SELLER Stephen Boerner, Melissa Bemer**3 **The following are updates or additions to the Seller's Property Disclosure Statement as stated below:**

4 How many of the following are part of the Property:

5 Dwelling units \_\_\_\_\_ Heating systems \_\_\_\_\_

6 Water service meters \_\_\_\_\_ Air conditioning systems \_\_\_\_\_

7 Water heaters \_\_\_\_\_ Electrical service meters \_\_\_\_\_

8 Section Number 11 Topic Plumbing Unit (if applicable) \_\_\_\_\_

9 Additional Disclosure The ac we replaced is situated above the guest bathroom. When the ac initially died, we knew because  
 10 it both lacked cool air but also leaked from a faulty condenser hose. i=It leaked into parts of the surrounding dry wall in the  
 11 bathroom. Small areas were impacted. I had AirMaster carve out and spackle replace that dry wall on ceiling along with  
 12 replacing the entire AC unit. Then a section of dry wall above the shower tiling showed a wet spot post AC installation.

13 Section Number 11 Topic Plumbing Unit (if applicable) \_\_\_\_\_

14 Additional Disclosure - AirMaster came and only cut out that dry wall and fixed the leak coming from the new Condenser  
 15 hose attached to the new AC. AirMaster was too busy at the time And told me my options were for them to outsource the  
 16 drywall repair or settle with me. I got a handyman to clean up the ceiling back to perfection, but there remains a small hole  
 17 in the drywall within the shower above the tiling

18 Section Number \_\_\_\_\_ Topic \_\_\_\_\_ Unit (if applicable) \_\_\_\_\_

19 Additional Disclosure \_\_\_\_\_

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 Section Number \_\_\_\_\_ Topic \_\_\_\_\_ Unit (if applicable) \_\_\_\_\_

24 Additional Disclosure \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 Section Number \_\_\_\_\_ Topic \_\_\_\_\_ Unit (if applicable) \_\_\_\_\_

29 Additional Disclosure \_\_\_\_\_

30 \_\_\_\_\_

31 \_\_\_\_\_

32 \_\_\_\_\_

33 **All other terms and conditions of the Seller's Property Disclosure Statement remain unchanged and in full force and effect.**34 **SELLER** Melissa Bemer **DATE** 7/20/202435 **SELLER** Stephen Boerner **DATE** 7/20/202436 **SELLER** E72295058 **DATE** \_\_\_\_\_37 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_38 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_39 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

Pennsylvania  
Association of  
Realtors®

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# CHANGE TO LISTING CONTRACT

CLC

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

1 **PROPERTY** 244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106  
 2 **BROKER (Company)** Kurfiss Sotheby's International Realty  
 3 **SELLER** Melissa Bemer Stephen Boerner  
 4 **DATE OF LISTING CONTRACT** July 18, 2024 **LISTING PRICE** \$ 465,000.00

5 Broker and Seller agree to change the terms of the above Listing Contract as follows:

- 6 1. Ending Date of the Listing Contract is changed to: \_\_\_\_\_
- 7 2. Listed Price is changed to: \$ 460,000.00
- 8 3. Appoint Designated Agent(s): \_\_\_\_\_
- 9 Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller.
- 10 Any licensee(s) that has been previously designated and is not being removed in paragraph 4 remains a Designated Agent for Seller.
- 11 4. Remove Designated Agent(s): \_\_\_\_\_
- 12 5. Other: \_\_\_\_\_

37 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

38 **SELLER** Melissa Bemer **DATE** 8/19/2024

39 **SELLER** Stephen Boerner **DATE** 8/19/2024

40 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

41 **BROKER (Company Name)** Kurfiss Sotheby's International Realty **DATE** 8/19/2024

42 **ACCEPTED BY** Juliana Martell



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# CHANGE TO LISTING CONTRACT

CLC

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

1 **PROPERTY** 244-248 N 3rd St, Unit 4CD, Philadelphia, PA 19106  
 2 **BROKER (Company)** Kurfiss Sotheby's International Realty  
 3 **SELLER** Melissa Boerner Stephen Boerner  
 4 **DATE OF LISTING CONTRACT** July 18, 2024 **LISTING PRICE** \$ 435,000.00

5 Broker and Seller agree to change the terms of the above Listing Contract as follows:

- 6 1. Ending Date of the Listing Contract is changed to: \_\_\_\_\_
- 7 2. Listed Price is changed to: \$ 434,000.00
- 8 3. Appoint Designated Agent(s): \_\_\_\_\_
- 9 Seller renounces the agency relationships held with all licensees affiliated with Broker who are not Designated Agents for Seller.
- 10 Any licensee(s) that has been previously designated and is not being removed in paragraph 4 remains a Designated Agent for Seller.
- 11 4. Remove Designated Agent(s): \_\_\_\_\_
- 12 5. Other: \_\_\_\_\_
- 13 \_\_\_\_\_
- 14 \_\_\_\_\_
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- 36 \_\_\_\_\_

37 All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

38 **SELLER** Melissa Boerner **DATE** 12/5/2024  
 39 **SELLER** Stephen Boerner **DATE** 12/5/2024  
 40 **SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

41 **BROKER (Company Name)** Kurfiss Sotheby's International Realty  
 42 **ACCEPTED BY** Juliana Martell **DATE** 12/5/2024  
Juliana Martell



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