

04-1882-CD  
PAUL W. MEREDITH, et al. vs. FRED F. GRINNEN, III, et al.

2004-1882-CD  
Paul Meredith et al vs Fred Grinnen et al

04-1882 CD

Plff  
vs

Anthony S. Guido

Fred E & Vivian Grinnell  
1269 Mount Vernon Drive  
Daytona Beach, FL 32119

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

PAUL W. MEREDITH and  
MARY M. MEREDITH,  
Plaintiffs

vs.

FRED E. GRINNEN, III and  
VIVIAN A. GRINNEN,  
Defendants

CIVIL ACTION - AT LAW

No. 04-1882-CJ

Type of Pleading:

COMPLAINT

Filed on Behalf of:

Plaintiffs

Counsel of Record for This  
Party:

Anthony S. Guido, Esq.  
Supreme Court No. 05877  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

FILED Atty pd  
(m) 10:45 AM 85.00  
DEC 01 2004 2cc Atty

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

PAUL W. MEREDITH and :  
MARY M. MEREDITH, :  
Plaintiffs :  
  
vs. :  
No.  
  
FRED E. GRINNEN, III and :  
VIVIAN A. GRINNEN, :  
Defendants :  
:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
231 E. Market Street  
Clearfield, PA 16830

(814) 765-2641 Ext. 1303

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

PAUL W. MEREDITH and :  
MARY M. MEREDITH, :  
Plaintiffs :  
vs. :  
No.  
FRED E. GRINNEN, III and :  
VIVIAN A. GRINNEN, :  
Defendants :  
:

**COMPLAINT**

AND NOW, comes the Plaintiffs, Paul W. Meredith and Mary M. Meredith, by their attorney, Anthony S. Guido, and hereby bring the within Complaint, averring as follows:

1. Plaintiffs, Paul W. Meredith and Mary M. Meredith, are husband and wife, individuals who reside at 615 Walnut Avenue, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants, Fred E. Grinnen, III and Vivian A. Grinnen, are husband and wife, individuals who reside at 1269 Mount Vernon Drive, Daytona Beach, Florida 32119.
3. By Deed dated March 22, 1979, the Defendants, Fred E. Grinnen, III and Vivian A. Grinnen, acquired a residential property from Delores J. Smouse, et al., which Deed is recorded in the Office of Recorder of Deeds of Clearfield County, Pennsylvania, in Deed Book No. 779, Page 224.
4. By Agreement dated December 16, 2003, the Defendants agreed to sell and the Plaintiffs agreed to purchase said

residential property for the sum of \$130,950.00. A copy of said Agreement of Sale is attached hereto and marked Exhibit "A".

5. Pursuant to said sale, Defendants executed and delivered to the Plaintiffs a Seller's Property Disclosure Statement pursuant to Residential Real Estate Transfers Law, 68 Pa.C.S.A. §7102. A copy of said Disclosure Statement is attached hereto and marked Exhibit "B".

6. The aforementioned real estate transaction was closed on or about February 27, 2004.

7. After assuming possession of said residential property, Plaintiffs discovered the following defects:

(a) The Main Bathroom, First Floor: The walls of bathroom leaked and it was impossible to use the shower due to the fact that the walls were not waterproof and leaked. When the Plaintiffs investigated the matter, they found that the subflooring and the walls were completely rotted and had to be replaced.

(b) Leaks and Flooring in the Basement: On at least three occasions since assuming possession of the residential property, the Plaintiffs have experienced a significant amount of water leaking into the basement.

(c) Defective Window - Bathroom: Needed to be replaced, would not remain open.

8. None of the aforementioned defects or deficiencies were disclosed on the Defendants' Property Disclosure Statement, Exhibit "B".

9. At the time the Defendants executed the Property Disclosure Statement, Exhibit "B", the Defendants knew or should have known about said defects and failed to disclose said defects to the Plaintiffs prior to their purchase of said dwelling.

10. In addition, prior to the execution of the Agreement of Sale, Exhibit "A", the Defendants assured the Plaintiffs that the basement did not leak and that there was no water infiltration into the basement.

11. Based on that, when the Plaintiffs assumed possession of the property, Plaintiffs paneled the walls in the main room of the basement and in addition had installed new carpeting, which carpeting had to be removed due to the fact that water had infiltrated into the basement on at least three occasions causing the carpeting and padding to become soaked which ruined the padding and severely stained the carpeting.

12. The cost of remedying said defects is as follows:

(a) Ray Sekula Construction to remove and replace paneling and remove and replace carpeting in basement, \$6,100.00, copy of cost of estimate is attached hereto and marked Exhibit "C";

(b) Ray Sekula Construction to repair defects in bathroom, first floor, \$1,966.00, copy of cost of estimate is attached hereto and marked Exhibit "D";

(c) Jim's Glass Shop to repair window in bathroom, \$231.08, copy of cost of estimate is attached hereto and marked Exhibit "E"; and

(d) Waterproofing Specialties, Inc. to install

system to remedy water infiltration into the basement, \$8,200.00, copy of cost of estimate is attached hereto and marked Exhibit "F".

13. The Defendants fraudulently failed to disclose said defects to the Plaintiffs prior to entering into said Agreement of Sale for the property and in addition violated the terms and conditions of the Real Estate Sales Disclosure Law in not disclosing the defects set forth above of which the Defendants had knowledge prior to the execution of said Agreement of Sale.

14. As a result of said breaches and fraudulent non-disclosures, the Plaintiffs incurred damages in the sum of \$16,497.08 as above set forth.

15. The amount of damages claimed by the Plaintiffs does not exceed the sum of \$25,000.00.

WHEREFORE, Plaintiffs demand judgment against the Defendants for the sum of \$16,497.08, together with interest and costs of suit.

Respectfully submitted,

By   
Anthony S. Guido  
Attorney for Plaintiffs

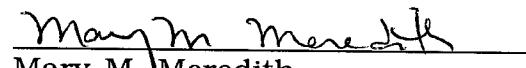
**VERIFICATION**

I, PAUL W. MEREDITH and MARY M. MEREDITH, do hereby verify that I have read the foregoing COMPLAINT. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Date: Nov 22, 2004

  
\_\_\_\_\_  
Paul W. Meredith

  
\_\_\_\_\_  
Mary M. Meredith

## STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

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

A/S-2K

BROKER (Company)	SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER		
ADDRESS	Dolores Realty 700 Liberty Blvd, Suite 15801, Philadelphia, PA 19105, PHONE 215-371-2100, FAX 215-371-1651		
BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable: OR			

Broker is NOT the Agent for Seller and is a/an:  AGENT FOR BUYER  TRANSACTION LICENSEE

BROKER (Company)	BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER		
ADDRESS	COLDWELL BANKER DEVELOPERS 998 BEAVER DRIVE, DUBLIN, PA 19801, PHONE 814-375-1167, FAX 814-375-9802		
BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable: OR			

Broker is NOT the Agent for Buyer and is a/an:  AGENT FOR SELLER  SUBAGENT FOR SELLER  TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licenses are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

## 1. This Agreement, dated 12-12-03

2. SELLER(S): Fred and Vivian Corinne, is between  
1015 Walnut Ave, DUBLIN, PA 198013. BUYER(S): Paul W. and Mary M. McCreath, Jr., called "Seller;" and  
RR #4 Box 3574, DUBLIN, PA 19801

4. PROPERTY (1-98) Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

5. ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:  
1015 Walnut Ave6. County of Chesterfield in the City of DUBLIN, in the Commonwealth of Pennsylvania, Zip Code 19801,  
7. Identification (e.g., Tax ID #: Parcel #, Lot, Block; Deed Book, Page, Recording Date)  
map # 7-2-13-3837 DD 779 pg 244

## 8. TERMS (1-02)

9. (A) Purchase Price \$130,950.00  
10. One hundred and thirty thousand one hundred and fifty dollars, which will be paid to Seller by Buyer as follows:

11. 1. Cash or check at signing this Agreement: \$ 1,000.00
12. 2. Cash or check within days of the execution of this Agreement: \$
13. 3. \$
14. 4. Cash, cashier's or certified check at time of settlement: \$ 139,950.00

15. (B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here:

16. (C) Seller's written approval to be on or before: DEC 18, 2003

17. (D) Settlement to be on Feb 26, 2004, or before if Buyer and Seller agree.

18. (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:

19. (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:

20. (G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Information Regarding Tax Proportion); rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any; water and/or sewer fees, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here:

## 21. 4. FIXTURES &amp; PERSONAL PROPERTY (1-00)

22. (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpoled trees; any remaining heating and cooling fuels stored on the

23. Property at the time of settlement; wall to wall carpeting; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated. Also included: STOVE, A REFRIGERATOR, DISHWASHER, MICROWAVE, TRASH COMPACTOR, DISPOSAL, WASHER, DRYER, POOL + EQUIPMENT, HOT TUB, ALL WINDOW COVERINGS INCLUDED

24. (C) EXCLUDED fixtures and items:

## 25. 5. DATES/TIME IS OF THE ESSENCE (1-02)

26. (A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are agreed to be of the essence of this Agreement and are binding.

27. (B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.

28. (C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

29. (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. Any pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

30. Buyer Initials: 

A/S-2K Page 1 of 8

Seller Initials: COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2002  
01/02Pennsylvania Association of  
REALTORS®  
The Voice for Home Owners in Pennsylvania



147  If Buyer is not satisfied with the condition of the Property as stated in any written report, Buyer will:  
148      Option 1. Within the time given for completing inspections:  
149         1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR  
150         2. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will be returned  
151             promptly to Buyer and this Agreement will be VOID, OR  
152         3. Enter into a mutually acceptable written agreement with Seller providing for any repairs or improvements to the Property and/or any credit  
153             to Buyer at settlement, as may be acceptable to the mortgage lender, if any.  
154             Should efforts to reach a mutually acceptable agreement fail, Buyer must choose to accept the Property or terminate this Agreement within  
155             the time given for completing inspections and according to the provisions in paragraph 8(C) (Option 1) 1 and 2.  
156      Option 2. Within the time given for completing inspections:  
157         1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this Agreement,  
158             UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ \_\_\_\_\_.  
159         2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(C) (Option 2) 1,  
160             Buyer will deliver the report(s) to Seller within the time given for inspection.  
161                 a. Seller will, within 7 DAYS of receiving the report(s), inform Buyer in writing of Seller's choice to:  
162                     (1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to  
163                     the amount specified in paragraph 8 (C) (Option 2) 1.  
164                     (2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s)  
165                     and the amount specified in paragraph 8 (C) (Option 2) 1. This option must be acceptable to the mortgage lender, if any.  
166                     (3) Not make repairs and not credit Buyer at settlement for any costs to repair conditions contained in the report(s).  
167                 b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (C) (Option 2) 2, Buyer will accept the  
168             Property and agree to the RELEASE set forth in paragraph 25 of this Agreement.  
169                 c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time  
170             given, Buyer will, within 5 DAYS:  
171                     (1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 25 of this  
172                     Agreement, OR  
173                     (2) Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of purchase price will  
174                     be returned promptly to Buyer and this Agreement will be VOID.

175 9. WOOD INFESTATION INSPECTION CONTINGENCY (1-02)

176      WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control  
177             Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

178      ELECTED

179     (A) Within 10 DAYS (15 days if not specified) of the execution of this Agreement, Buyer, at Buyer's expense, will obtain a written "Wood-  
180             Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it and all supporting documents and  
181             drawings provided by the Pest Control Operator to Seller. The report is to be made satisfactory to and in compliance with applicable laws, mort-  
182             gage lenders, and/or Federal Insuring and Guaranteeing Agency requirements, if any. The inspection will include all readily visible and  
183             accessible areas of all structures on the Property except the following structures, which will not be inspected:  
184  
185     (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infesta-  
186             tion(s), in accordance with applicable laws.  
187     (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a writ-  
188             ten report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused  
189             by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to  
190             Seller within 7 DAYS of delivering the original inspection report.  
191     (D) Within 5 DAYS of receiving the structural damage report and corrective proposal, Seller will advise Buyer whether Seller will repair, at  
192             Seller's expense and before settlement, any structural damage from active or previous infestation(s).  
193     (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE  
194             set forth in paragraph 25 of this Agreement.  
195     (F) If Seller chooses not to repair structural damage revealed by the report or fails to respond within the time given, Buyer, within 5 DAYS,  
196             will notify Seller in writing of Buyer's choice to:  
197                 1. Accept the Property with the defects revealed by the inspection, without abatement of price, and agree to the RELEASE set forth in para-  
198                     graph 25 of this Agreement, OR  
199                 2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which will  
200                     not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this  
201                     Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 DAYS of Seller's denial, terminate this  
202                     Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this  
203                     Agreement will be VOID, OR  
204                 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and  
205                     this Agreement will be VOID.

206 10. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES

207     BUILT BEFORE 1978 (1-02)

208      NOT APPLICABLE

209      APPLICABLE

210     (A) Seller represents that Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the  
211             Property, unless checked below.  
212      Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for  
213             determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available informa-  
214             tion concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

215     (B) Records/Reports: Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or about the Property,  
216             unless checked below.  
217      Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about  
218             the Property. (List documents)

219     (C) Buyer's Acknowledgement: Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning  
220             Statement contained in this Agreement (see Environmental Notices). Buyer has reviewed Seller's disclosure of known lead-based paint and/or  
221             lead-based paint hazards, as identified in paragraph 10(A) and has received the records and reports pertaining to lead-based paint and/or lead-  
222             based paint hazards identified in paragraph 10(B).  
223     Buyer's Initials: \_\_\_\_\_ Date \_\_\_\_\_

224     (D) RISK ASSESSMENT/INSPECTION: Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978, Buyer  
225             has 10 DAYS to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

226      WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of  
227             lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in para-  
228             graph 25 of this Agreement.

229      ELECTED

230     1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based  
231             paint hazards. The risk assessment and/or inspection will be completed within 10 DAYS of the execution of this Agreement.

232     Buyer Initials:       

A/S-2K Page 3 of 8

Seller Initials:

2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or lead-based paint hazards, Buyer may deliver to Seller a written list of the specific hazardous conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
3. Seller may, within 7 DAYS of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the remediation company and a projected completion date for corrective measures. Seller will provide certification from a risk assessor or inspector that corrective measures have been satisfactorily completed on or before the projected completion date.
4. Upon receiving the corrective proposal, Buyer, within 5 DAYS, will:
  - a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
  - b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 10(D)(3) of this Agreement, Buyer, within 5 DAYS, will:
  - a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
  - b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.
6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

(E) Certification: By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.

#### 11. STATUS OF RADON (1-02)

(A) Seller represents that Seller has no knowledge concerning the presence or absence of radon unless checked below.

1. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with the results of all tests indicated below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)
------	--------------	--

COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT EITHER THE METHODS OR RESULTS OF THE TESTS.

2. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:

DATE	RADON REDUCTION METHOD
------	------------------------

#### (B) RADON INSPECTION CONTINGENCY

WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Environmental Notices: Radon). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

ELECTED. Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property, and will deliver a copy of the test report to Seller within 20 DAYS (15 days if not specified) of the execution of this Agreement. (See Environmental Notices: Radon)

1. If the test report reveals the presence of radon below 0.02 working levels (4 picocuries/liter), Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.
2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picocuries/liter), Buyer will, within 7 DAYS of receipt of the test results:

Option 1

- a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
- b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. OR
- c. Submit a written corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures.

(1) Within 5 DAYS of receiving the corrective proposal, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR

(b) Not agree to the terms of the corrective proposal.

(2) Should Seller not agree to the terms of the corrective proposal or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, elect to:

(a) Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR

(b) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

Option 2

- a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 25 of this Agreement. OR
- b. Submit a written corrective proposal to Seller. The corrective proposal will include, but not be limited to, the name of the certified mitigation company; provisions for payment, including retests; and a projected completion date for corrective measures. Seller will pay a maximum of \$ 5 toward the total cost of remediation and retests, which will be completed by settlement.

(1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 11(B) (Option 2) b. Seller will, within 5 DAYS of receipt of the cost of remediation, notify Buyer in writing of Seller's choice to:

(a) Pay for the total cost of remediation and retests, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR

(b) Contribute toward the total cost of remediation and retests only the amount specified in paragraph 11(B) (Option 2) b. If Seller chooses not to pay for the total cost of remediation and retests, or if Seller fails to choose either option within the time given, Buyer will, within 5 DAYS, notify Seller in writing of Buyer's choice to:

(a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement. OR

(b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

#### 12. STATUS OF WATER (1-02)

(A) Seller represents that the Property is served by:

Public Water

On-site Water

Community Water

None

WATER SERVICE INSPECTION CONTINGENCY

WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

ELECTED

1. Buyer has the option, within 5 DAYS (15 days if not specified) of the execution of this Agreement, and at Buyer's expense, to have Seller provide a written inspection report by a qualified, professional water testing company of the quality and/or quantity of the water service.

Seller Initials: *JL*

23     2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the  
 24     inspection company. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.  
 25     3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authority and/or fails to  
 26     satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller will, within 7 DAYS of receipt of  
 27     the report, notify Buyer in writing of Seller's choice to:  
 28       a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees  
 29        to the RELEASE set forth in paragraph 25 of this Agreement, OR  
 30       b. Not upgrade the water service.  
 31     4. If Seller chooses not to upgrade the service to minimum acceptable levels, or fails to respond within the time given, Buyer will, within  
 32       5 DAYS, either:  
 33       a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade  
 34        the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at  
 35        Buyer's expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-  
 36        graph 25 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 DAYS of  
 37        Seller's denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be  
 38        returned promptly to Buyer and this Agreement will be VOID, OR  
 39       b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly  
 40        to Buyer and this Agreement will be VOID.  
 41 13. STATUS OF SEWER (1-02)  
 42     (A) Seller represents that the Property is served by:  
 43        Public Sewer  
 44        Individual On-lot Sewage Disposal System (See Sewage Notice 1)  
 45        Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)  
 46        Community Sewage Disposal System  
 47        Ten-acre Permit Exemption (See Sewage Notice 2)  
 48        Holding Tank (See Sewage Notice 3)  
 49        None (See Sewage Notice 1)  
 50        None Available/Permit Limitations in Effect (See Sewage Notice 5)  
 51

(B) INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY

52     WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER  
 53     WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of this Agreement.  
 54     □ ELECTED  
 55       1. Buyer has the option, within \_\_\_\_\_ DAYS (15 days if not specified) of the execution of this Agreement and at Buyer's expense, to  
 56        deliver to Seller a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system.  
 57       2. Seller, at Seller's expense, agrees, if and as required by the inspection company, to locate, provide access to and empty the individual on-  
 58        lot sewage disposal system. Seller also agrees to restore the Property, at Seller's expense, prior to settlement.  
 59       3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller will, within  
 60        7 DAYS of receipt of the report, notify Buyer in writing of Seller's choice to:  
 61         a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to  
 62         the RELEASE set forth in paragraph 25 of this Agreement, OR  
 63         b. Not correct the defects.  
 64       4. If Seller chooses not to correct the defects, or if Seller fails to respond within the time given, Buyer will, within 5 DAYS, either:  
 65         a. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the  
 66         defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's  
 67         sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-  
 68         graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's  
 69         denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned  
 70         promptly to Buyer and this Agreement will be VOID, OR  
 71         b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned  
 72         promptly to Buyer and this Agreement will be VOID.  
 73       5. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within 25 DAYS  
 74        of receipt of the report, submit a corrective proposal to Buyer. The corrective proposal will include, but not be limited to, the name of the  
 75        remediation company; provisions for payment, including retests; and a projected completion date for corrective measures. Within  
 76        5 DAYS of receiving Seller's corrective proposal, or if no corrective proposal is received within the time given, Buyer will:  
 77         a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE  
 78         set forth in paragraph 25 of this Agreement, OR  
 79         b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the  
 80         defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at Buyer's  
 81         sole expense and with Seller's permission, which will not be unreasonably withheld, and agree to the RELEASE set forth in para-  
 82         graph 25 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 DAYS of Seller's  
 83         denial, terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned  
 84         promptly to Buyer and this Agreement will be VOID, OR  
 85         c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price will be returned promptly  
 86         to Buyer and this Agreement will be VOID.  
 87 14. NOTICES, ASSESSMENTS & CERTIFICATES OF OCCUPANCY (1-02)  
 88     (A) Seller represents, as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments  
 89     have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon  
 90     Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain  
 91     uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless  
 92     otherwise specified here:  
 93     (B) Seller knows of no other potential notices (including violations) and assessments except as follows:  
 94     (C) In the event any notices (including violations) and assessments are received after execution of this Agreement and before settlement, Seller will  
 95     notify Buyer in writing, within 5 DAYS of receiving the notice or assessment, that Seller will:  
 96       1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth  
 97        in paragraph 25 of this Agreement, OR  
 98       2. Not comply with notices and assessments at Seller's expense.  
 99       3. If Seller chooses not to comply with notices and assessments, or fails within the time given to notify Buyer if Seller will correct the  
 100        defects, Seller will notify Buyer within 5 DAYS in writing that Buyer will either:  
 101         a. Comply with notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 25 of this Agree-  
 102         ment, OR  
 103         b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer  
 104         and this Agreement will be VOID.  
 105         If Buyer fails to notify Seller within the time given, Buyer accepts the Property and agrees to the RELEASE set forth in para-  
 106         graph 25 of this Agreement.  
 107     (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.  
 108

109     Buyer Initials:       

A/S-2K Page 5 of 8

Seller Initials:       

322  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410

411 (E) If required by law, within 15 DAYS of the execution of this Agreement Seller will order for delivery to Buyer, on or before settlement:  
 412 1. A certification from the appropriate municipal department or departments disclosing notice of any uncorrected violations of zoning, hous-  
 413 ing, building, safety or fire ordinances, AND/OR  
 414 2. A certificate permitting occupancy of the Property. In the event repairs/improvements are required for the issuance of the certificate, Seller  
 415 will, within 5 DAYS of Seller's receipt of the requirements, notify Buyer of the requirements and whether Seller will make the  
 416 required repairs/improvements at Seller's expense.  
 417 If Seller chooses to make the required repairs/improvements, Buyer agrees to accept the Property as repaired and agrees to the RELEASE set  
 418 forth in paragraph 25 of this Agreement. If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 DAYS.  
 419 notify Seller in writing of Buyer's choice to terminate this Agreement; OR make the repairs/improvements at Buyer's expense and with Seller's  
 420 permission, which will not be unreasonably withheld. If Seller denies Buyer permission to make the required repairs or if Seller fails to respond  
 421 within the time given, Buyer may, within 5 DAYS, terminate this Agreement in writing, in which case all deposit monies paid on account  
 422 of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

423 **15. TITLE, SURVEYS & COSTS (1-02)**

424 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing  
 425 deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon  
 426 the ground, easements of record, privileges or rights of public service companies, if any; otherwise the title to the above described real estate  
 427 will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.  
 428 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any;  
 429 (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal  
 430 fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.  
 431 (C) Any survey or surveys which may be required by the Title Insurance Company or the attorney for the preparation of an adequate  
 432 legal description of the Property (or the correction thereof) will be secured and paid for by Seller. Any survey or surveys desired by Buyer or  
 433 required by the mortgage lender will be secured and paid for by Buyer.  
 434 (D) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as  
 435 specified in paragraph 15(A), Buyer will have the option of: (1) taking such title as Seller can give with no change to the purchase price; or (2) being  
 436 repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for any inspec-  
 437 tions or certifications obtained according to the terms of the Agreement, and for those items specified in paragraph 15(B) items (1), (2), (3) and in  
 438 paragraph 15(C), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.

439 **16. ZONING CLASSIFICATION (1-02)**

440 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned  
 441 solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits  
 442 tendered by the Buyer will be returned to the Buyer without any requirement for court action.

443 **Zoning Classification:** Residential

444  **ELECTED.** Within 15 DAYS of the execution of this Agreement, Buyer will verify that the existing use of the Property as  
 445 is permitted. In the event the use is not permitted, Buyer will, within the time  
 446 given for verification, notify Seller in writing that the existing use of the Property is not permitted and this Agreement will be VOID, in which  
 447 case all deposit monies paid on account of purchase price will be returned promptly to Buyer. Buyer's failure to respond within the time  
 448 given will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

449 **17. COAL NOTICE**

450  **NOT APPLICABLE**

451  **APPLICABLE**

452 **THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND**  
 453 **DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND**  
 454 **IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This**  
 455 **notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the**  
 456 **right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage**  
 457 **due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose**  
 458 **of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees**  
 459 **to sign the deed from Seller which deed will contain the aforesaid provision.**

460 **18. POSSESSION (1-02)**

461 (A) Possession is to be delivered by deed, keys and:

462 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, AND/OR  
 463 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the  
 464 execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at  
 465 time of execution of this Agreement.

466 (B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without the written  
 467 consent of Buyer.

468 **19. RECORDING (3-85)** This Agreement will not be recorded in the Office for the Recording of Deeds or in any other office or place of public record  
 469 and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

470 **20. ASSIGNMENT (3-85)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors,  
 471 and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer will not transfer or assign this  
 472 Agreement without the written consent of Seller.

473 **21. DEPOSIT & RECOVERY FUND (1-02)**

474 (A) Deposits paid by Buyer within 30 DAYS of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of  
 475 payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them  
 476 in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed  
 477 check tendered as deposit monies may be held pending the acceptance of this offer.

478 (B) Upon termination of this Agreement, the Broker holding the deposit monies will release the deposit monies in accordance with the terms of a  
 479 fully executed written agreement between Buyer and Seller.

480 (C) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit monies is required by the Rules and Regulations of  
 481 the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation  
 482 for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written Agreement of the parties.  
 483 Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorney's  
 484 fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.

485 (D) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate  
 486 licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhaust-  
 487 ing all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and  
 488 (717) 783-4854 (outside Pennsylvania).

489 **22. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) RESALE NOTICE (1-02)**

490  **NOT APPLICABLE**

491  **APPLICABLE: CONDOMINIUM.** Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a **condominium**'s  
 492 association. §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale of the  
 493 condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.

494  **APPLICABLE: PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** Buyer acknowledges that the Property is part of a **planned** community as  
 495 defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice.) §5407(s) of the Act requires Seller to furnish  
 496 Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and  
 497 a Certificate containing the provisions set forth in §5407(a) of the Act.

498 **Buyer Initials:** hjs

499 **A/S-2K Page 6 of 8**

500 **Seller Initials:** JW

**THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY.**

(A) Within 15 DAYS of the execution of this Agreement, Seller will submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.

(B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.

(C) Buyer may declare this Agreement VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring this Agreement void must be in writing; thereafter all deposit monies will be returned to Buyer.

(D) In the event the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for all monies paid by Buyer on account of purchase price and for any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (2) Flood insurance and/or fire insurance with extended coverage, mine subsidence insurance, or fee for cancellation of same, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any.

**23. MAINTENANCE & RISK OF LOSS (1-02)**

(A) Seller will maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.

(B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:

1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement, OR
2. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance. If Seller does not repair, replace or offer a credit for the failed system or appliance, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before settlement, whichever is sooner, that Buyer will:

  - a. Accept the Property and agree to the RELEASE set forth in paragraph 25 of this Agreement, OR
  - b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

(C) Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

**24. WAIVER OF CONTINGENCIES (1-02)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options within the time limits set forth in this Agreement will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

**25. RELEASE (1-02)**

Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

**26. REPRESENTATIONS (1-02)**

(A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed, or modified except in writing executed by the parties.

(B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase the Property in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.

(E) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

**27. DEFAULT (1-02)**

(A) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in paragraph 3; OR
2. Furnish false or incomplete information to Seller, Broker(s), or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(B) Unless otherwise checked in paragraph 27 (C), Seller may elect to retain those sums paid by Buyer, including deposit monies, in one of the following manners:

1. On account of purchase price; OR
2. As monies to be applied to Seller's damages; OR
3. As liquidated damages for such breach.

(C)  Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages pursuant to paragraph 27 (B) or (C). Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

**28. MEDIATION (7-96)**

NOT AVAILABLE

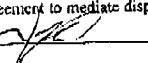
WAIVED. Buyer and Seller understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of any party to do so.

ELECTED

(A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System will be binding.

(B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System (see Mediation Notice).

(C) This agreement to mediate disputes arising from this Agreement will survive settlement.

Buyer Initials: 

## 597 29. SPECIAL CLAUSES (1-02)

598 (A) The following are part of this Agreement if checked:  
 599  Sale & Settlement of Other Property  
 600 Contingency Addendum (PAR Form SSP)  
 601  Sale & Settlement of Other Property Contingency  
 602 with Right to Continue Marketing Addendum  
 603 (PAR Form SSP-CM)

604  Settlement of Other Property Contingency Addendum (PAR Form SOP)  
 605  Tenant-Occupied Property Addendum (PAR Form TDP)  
 606 *Buyer Discreetion - David*  
 607   
 608   
 609

610 (B) *Contingent on Seller's going an acceptable written  
 611 description on pool and agreement with this offer  
 612 fence winter months makes access unusable to  
 613 pool in operation for inspection.*

614 *PROPERTY must appraise to offer price or greater.*

615 Buyer and Seller acknowledge receiving a copy of this Agreement at the time of signing.

616 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this  
 617 Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised  
 618 to consult an attorney before signing if they desire legal advice.

619  Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.  
 620  Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.  
 621  Buyer has read and understands the notices and explanatory information set forth in this Agreement.  
 622  Buyer has received a Seller's Property Disclosure Statement before signing this Agreement, if required by law (see Information Regarding  
 623 the Real Estate Seller Disclosure Law).  
 624  Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this  
 625 Agreement.

626 BUYER'S MAILING ADDRESS: *RR# 4 Box 7574*

*David Frick*

*591-0808 583-7808*

627 BUYER'S CONTACT NUMBER(S): *591-0808 583-7808*

628 WITNESS *Cynthia S. Frick* BUYER *David Frick* DATE *12/16/03*

629 SS# *11-7-00 1405*

630 WITNESS *Cynthia S. Frick* BUYER *David Frick* DATE *12/16/03*

631 SS# *11-2-94-8329*

632 WITNESS \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

633 SS# \_\_\_\_\_

634 Seller hereby approves the above contract this (date) \_\_\_\_\_  
 635 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Broker for Seller a fee of \_\_\_\_\_  
 636 of/from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account will be divided \_\_\_\_\_  
 637 Seller, \_\_\_\_\_, Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.  
 638 Seller, \_\_\_\_\_, Broker for Seller, but in no event will the sum paid to the Broker for Seller exceed the above specified Broker's fee.

639  Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.  
 640  Seller has received a statement of Seller's estimated closing costs before signing this Agreement.  
 641  Seller has read and understands the notices and explanatory information set forth in this Agreement.

642 SELLER'S MAILING ADDRESS: \_\_\_\_\_

643 SELLER'S CONTACT NUMBER(S): \_\_\_\_\_

644 WITNESS \_\_\_\_\_ SELLER *Fred C. Winnen, II* DATE *12-16-03*

645 SS# *206-26-3698*

646 WITNESS \_\_\_\_\_ SELLER *Barbara C. Winnen* DATE *12/16/03*

647 SS# *200-36951c*

648 WITNESS \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

649 SS# \_\_\_\_\_

650  Broker's/Licenses' Certifications (check all that are applicable):  
 651  Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Licensees involved in  
 652 this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.  
 653 Acknowledgement: The Licensees involved in this transaction have informed Seller of Seller's obligations under The Residential Lead-Based  
 654 Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and are aware of their responsibility to ensure compliance.

655  Regarding FHA Mortgages: The undersigned Licensees involved in this transaction, on behalf of themselves and their brokers, certify that  
 656 the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of  
 657 these parties in connection with this transaction is attached to this Agreement.

658  Regarding Mediation: The undersigned  Broker for Seller  Broker for Buyer agree to submit to mediation in accordance with  
 659 paragraph 28 of this Agreement.

660 BROKER FOR SELLER (Company Name) \_\_\_\_\_ DATE \_\_\_\_\_  
 661 ACCEPTED BY *Cynthia S. Frick*

662 BROKER FOR BUYER (Company Name) \_\_\_\_\_ DATE *12-16-03*  
 663 ACCEPTED BY *Cynthia S. Frick*

Alt: Cindy Frick  
From: Paul & Mary Meredick

01/09/2004 11:11 8143759842

COLDWELL BANKER

PAGE 02

AMENDMENT/ENDERSENMENT TO AGREEMENT OF SALE		Form 1025
SELLER PROPERTY	615 Walnut Ave	Dubois, Pa, 15801
SHIPPING	Stamps	PHOTO
BINNERS	Plastic, P.A.	10-18
DATE OR ORNAMENT	10-18	RECEIVED
Sellers and Buyers have agreed to move the closings date to, <u>10/14/2004</u> SELLER agrees to correct any in fact and or to correct any discrepancies or issues on inspection summary before closing, after any expense.		
All other terms and conditions of original agreement shall remain unchanged and in full force and effect.		
WITNESS	SELLER	DATE
WITNESS	Buyer	DATE
WITNESS	Buyer	DATE
WITNESS	Buyer	DATE
WITNESS	SELLER	DATE
WITNESS	SELLER	DATE
Other Wt: Sale, When: Agent, Note: None, City: None, Date: None, Reason: None		

## SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

1 **Property Address** 615 Walnut Ave Dubois, Pa. 158012 **Seller** Fred And Vivian Grinner3 A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure  
4 statement is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being  
5 considered.6 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  
7 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  
8 representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns  
9 about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation  
10 to disclose a material defect that may not be addressed on this form.11 A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the  
12 residential real property or that involves an unreasonable risk to people on the land.13 **1. SELLER'S EXPERTISE** Seller does not possess expertise in contracting, engineering, architecture, or other areas related to the  
14 construction and conditions of the property and its improvements, except as follows: \_\_\_\_\_15 **2. OCCUPANCY**16 (a) Do you, Seller, currently occupy this property?  Yes  No  
17 If "no," when did you last occupy the property? \_\_\_\_\_18 (b) Have there been any pets living in the house or other structures during your ownership?  Yes  No  
19 If "yes," describe: A Toy Poodle for approximately the first 4 yrs. we lived  
20 here, from 1979 to 1983.21 **3. ROOF**22 (a) Date roof installed: May 1988 Documented?  Yes  No  Unknown23 (b) Has the roof been replaced or repaired during your ownership?  Yes  No24 (c) If "yes," were the existing shingles removed?  Yes  No  Unknown25 (d) Has the roof ever leaked during your ownership?  Yes  No26 (e) Do you know of any problems with the roof, gutters or downspouts?  Yes  No  
27 Explain any "yes" answers that you give in this section: \_\_\_\_\_28 **4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)**29 (a) Does the property have a sump pump?  Yes  No  Unknown30 (b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?  Yes  No  
31 If "yes," describe in detail: \_\_\_\_\_32 (c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?  
33  Yes  No34 If "yes," describe the location, extent, date, and name of the person who did the repair or control effort:  
35 We use a dehumidifier for dampness36 **5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**37 (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?  Yes  No38 (b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests?  Yes  No39 (c) Is your property currently under contract by a licensed pest control company?  Yes  No40 (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years?  Yes  No  
41 Explain any "yes" answers that you give in this section, including the name of any service/treatment provider, if applicable:  
42 Termix - guaranteed till 08/04 Carpenter ants43 **6. STRUCTURAL ITEMS**44 (a) Are you aware of any past or present water leakage in the house or other structures?  Yes  No45 (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?  Yes  No46 (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?  
47  Yes  No48 (d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as drift or synthetic stucco?  
49  Yes  No  Unknown

50 If "yes," describe any known problems: \_\_\_\_\_



59 (c) Are there any defects in flooring, including stains?  Yes  No  Unknown  
60 If "yes," explain: Discoloration around kitchen heating vent

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

66 7. ADDITIONS/REMODELINGS Have you made any additions, structural changes, or other alterations to the property?  Yes  No  
67 If "yes," describe: Remodeled kitchen enlarged into a dining area by removing a wall - installed inground pool - replaced 6 windows - 3 because

68 8. WATER AND SEWAGE removing front door unit - bathroom windows - 3 because drive with a step

69 (a) What is the source of your drinking water?  Public Water  On-Site Water (Well on Property)

70  Community Water  None  Other (explain) \_\_\_\_\_

71 (b) If your drinking water source is not public:  
72 When was your water last tested? \_\_\_\_\_ What was the result of the test? \_\_\_\_\_  
73 Is the pumping system in working order?  Yes  No  
74 If "no," explain: \_\_\_\_\_

75 (c) Do you have a softener, filter, or other purification system?  Yes  No  
76 If "yes," is the system  Leased  Owned

77 (d) What is the type of sewage system?  Public Sewer  Individual On-lot Sewage Disposal System  
78  Individual On-lot Sewage Disposal System in Proximity to Well  Community Sewage Disposal System  
79  Ten-acre Permit Exemption  Holding Tank  None  None Available/Permit Limitations in Effect  
80 If Individual On lot, what type?  Cesspool  Drainfield  Unknown  Other (specify): \_\_\_\_\_  
81 Is there a septic tank on the Property?  Yes  No  Unknown  
82 If "yes," what is the type of tank?  Metal/steel  Cement/concrete  Fiberglass  Unknown  
83  Other (specify): \_\_\_\_\_  
84 Other type of sewage system (explain): \_\_\_\_\_

85 (e) When was the on site sewage disposal system last serviced? \_\_\_\_\_

86 (f) Is there a sewage pump?  Yes  No  
87 If "yes," is it in working order?  Yes  No

88 (g) Is either the water or sewage system shared?  Yes  No  
89 If "yes," explain: \_\_\_\_\_

90 (h) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items?  
91  Yes  No  
92 If "yes," explain: \_\_\_\_\_

93 9. PLUMBING SYSTEM

94 (a) Type of plumbing:  Copper  Galvanized  Lead  PVC  Unknown  
95  Other (explain): \_\_\_\_\_

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

98 10. HEATING AND AIR CONDITIONING

99 (a) Type of air conditioning:  Central Electric  Central Gas  Wall  None  
100 Number of window units included in sale \_\_\_\_\_ Location \_\_\_\_\_

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

102 (c) Type of heating:  Electric  Fuel Oil  Natural Gas  Propane (On-site)  
103 Are there wood or coal burning stoves?  Yes  No If "yes," how many? \_\_\_\_\_ Are they working?  Yes  No  
104 Are there any fireplaces?  Yes  No If "yes," how many? 2 Are they working?  Yes  No  
105 Other types of heating systems (explain): \_\_\_\_\_

106 (d) Are there any chimneys?  Yes  No If "yes," how many? 1 Are they working?  Yes  No  
107 When were they last cleaned? APPROX 1990

108 (e) List any areas of the house that are not heated: NONE

109 (f) Type of water heating:  Electric  Gas  Solar  Other: \_\_\_\_\_

110 (g) Are you aware of any underground fuel tanks on the property?  Yes  No  
111 If "yes," describe: \_\_\_\_\_

112 If tanks are not owned, explain: \_\_\_\_\_

113 (h) Are you aware of any problems with any item in this section?  Yes  No  
114 If "yes," explain: \_\_\_\_\_

21	11. <b>ELECTRICAL SYSTEM</b> Are you aware of any problems or repairs needed in the electrical system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	121			
22	If "yes," explain:	122			
23	12. <b>OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE</b> (Complete only if applicable)	123			
24	Equipment and appliances ultimately included in the sale will be determined by negotiation and according to the terms of the	124			
25	Agreement of Sale.	125			
26	(a) <input checked="" type="checkbox"/> Electric Garage Door Opener No. of Transmitters <u>2</u>	126			
27	(b) <input checked="" type="checkbox"/> Smoke Detector How many? <u>2</u> Location <u>Downsiders Stairway - 1st Floor Hall</u>	127			
28	(c) <input type="checkbox"/> Security Alarm System <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Lease Information	128			
29	(d) <input type="checkbox"/> Lawn Sprinkler No. _____ <input type="checkbox"/> Automatic Timer	129			
30	(e) <input checked="" type="checkbox"/> Swimming Pool <input type="checkbox"/> Pool Heater <input checked="" type="checkbox"/> Spa/Hot Tub	130			
31	Pool/Spa Equipment (list): _____	131			
32	(f) <input checked="" type="checkbox"/> Refrigerator <input type="checkbox"/> Range <input checked="" type="checkbox"/> Microwave Oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Trash Compactor <input checked="" type="checkbox"/> Garbage Disposal	132			
33	(g) <input type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer	133			
34	(h) <input type="checkbox"/> Intercom	134			
35	(i) <input type="checkbox"/> Ceiling Fans No. _____ Location _____	135			
36	(j) <input type="checkbox"/> Other: _____	136			
37	Are any items in this section in need of repair or replacement? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	137			
38	If "yes," explain _____	138			
39	13. <b>LAND (SOILS, DRAINAGE, AND BOUNDARIES)</b>	139			
40	(a) Are you aware of any fill or expansive soil on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	140			
41	(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	141			
42	<i>Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (800) 922-1678 (within Pennsylvania) or (724) 941-7100 (outside Pennsylvania).</i>	142			
43	(c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	143			
44	(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	144			
45	(e) Do you know of any past or present drainage or flooding problems affecting the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	145			
46	(f) Do you know of any encroachments, boundary line disputes, or easements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	146			
47	<i>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.</i>	147			
48	(g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	148			
49	Explain any "yes" answers that you give in this section: _____	149			
50	14. <b>HAZARDOUS SUBSTANCES</b>	150			
51	(a) Are you aware of any underground tanks (other than fuel tanks) or hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), Ureaformaldehyde Foam Insulation (UFFI), etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	151			
52	(b) To your knowledge, has the property been tested for any hazardous substances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	152			
53	(c) Do you know of any other environmental concerns that might impact upon the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	153			
54	Explain any "yes" answers that you give in this section: _____	154			
55	(d) Do you know of any tests for radon gas that have been performed in any buildings on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	155			
56	If "yes," list date, type, and results of all tests below:	156			
57	DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE	157
58	_____	_____	_____	_____	158
59	_____	_____	_____	_____	159
60	_____	_____	_____	_____	160
61	(e) Are you aware of any radon removal system on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	161			
62	If "yes," list date installed and type of system, and whether it is in working order below:	162			
63	DATE INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER	163
64	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	164
65	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	165
66	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	166

183 (f) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the  
 184 property. Are you aware of any lead-based paint or lead-based paint hazards on the property?  Yes  No  
 185 If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces:

187 (g) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of lead-based paint  
 188 or lead-based paint hazards on the property. Are you aware of any reports or records regarding lead-based paint or lead-based  
 189 paint hazards on the property?  Yes  No  
 190 If "yes," list all available reports and records:

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

193 Type:  Condominium  Cooperative  Homeowner Association or Planned Community  
 194 Other \_\_\_\_\_

195 **Notice regarding Condominiums, Cooperatives, and Planned Communities:** According to Section 3407 of the Uniform Condo-  
 196 minium Act [68 Pa. C.S. §3407 (relating to resale of units) and 68 Pa. C.S. §4409 (relating to resale of cooperative interests)] and  
 197 Section 5407 of the Uniform Planned Community Act [68 Pa. C.S. §5407 (relating to resale of units)], a buyer of a resale unit in a  
 198 condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-  
 199 laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned com-  
 200 munity. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been  
 201 provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

202 **16. MISCELLANEOUS**

203 (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?  
 204  Yes  No

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

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

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

209 (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obli-  
 210 gation, or other debt against this property that cannot be satisfied by the proceeds of this sale?  Yes  No

211 (f) 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  
 212 property?  Yes  No

213 (g) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?  
 214  Yes  No

215 A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of  
 216 the residential real property or that involves an unreasonable risk to people on the land.  
 217 Explain any "yes" answers that you give in this section:

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

225 **WITNESS** \_\_\_\_\_

SELLER *Fred C. Hoffer*

DATE 10-28-03

226 **WITNESS** \_\_\_\_\_

SELLER *Mac Wilson*

DATE 10-28-03

227 **WITNESS** \_\_\_\_\_

SELLER *John Hoffer*

DATE

230 **EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**  
 231 According to the provisions of the "Real Estate Seller Disclosure Act," the undersigned executor, administrator or trustee is not required to fill out a Seller's Property  
 232 Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

233 DATE \_\_\_\_\_

234 **RECEIPT AND ACKNOWLEDGEMENT BY BUYER**  
 235 The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless  
 236 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  
 237 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 con-  
 238 dition of the structure or its components.

239 **WITNESS** *Christopher J. Fink*

BUYER *Christopher J. Fink*

DATE 12/13/03

240 **WITNESS** \_\_\_\_\_

BUYER *Christopher J. Fink*

DATE

241 **WITNESS** \_\_\_\_\_

BUYER *Christopher J. Fink*

DATE

# JOB INVOICE

## RAY SEKULA CONSTRUCTION

812 W. Long Avenue  
Dubois, PA 15801

814-371-2436

1124

TO	MARY MEREDITH
ADDRESS	615 WALNUT AVE
ATTENTION	DUBOIS PA 15801

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

QTY	MATERIAL	UNIT	AMOUNT	DESCRIPTION OF WORK
420 sq ft	PINE T+6	.99		1. REMOVE + REPLACE 420 sq ft. PINE T+6 (8")
1000 l.f.t	CARPET	20.00 sq yd		2. Pull SINK, TOILET, SACUZZI + REPLACE
VENEER FOR WINDOW JAMB			60.00	3. REMOVE DAMAGED CARPET + REPLACE
MISCELLANEOUS CHARGES				
LABOR				
1. REMOVE + REPLACE PINE		HRS.	RATE	AMOUNT
2. SINK TOILET SACUZZI				2600.00
3. REMOVE + REPLACE CARPET				500.00
				2500.00

WORK ORDERED BY	
DATE ORDERED	
DATE COMPLETED	

CUSTOMER APPROVAL  
SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNATURE Ray Sekula

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	

## **JOB INVOICE**

## **RAY SEKULA CONSTRUCTION**

812 W. Long Avenue  
Dubois, PA 15801

814-371-2436

卷之三

TO MARY MEREDITH  
ADDRESS 615 WALNUT AVE  
ATTENTION DUBOIS PA 15801

DATE ORDERED	ORDER TAKEN BY
PHONE NO.	CUSTOMER ORDER #
JOB LOCATION	
JOB PHONE	STARTING DATE
TERMS	

WORK ORDERED BY
DATE ORDERED
DATE COMPLETED

TOTAL LABOR	1500.00
TOTAL MATERIALS	466.00
TOTAL MISCELLANEOUS	
SUBTOTAL	
TAX	
GRAND TOTAL	966.00

CUSTOMER APPROVAL  
SIGNATURE \_\_\_\_\_

AUTHORIZED SIGNER

AUTHORIZED SIGNATURE

Reginald S. Hwang



# Proposal

INSTALLATION DATE \_\_\_\_\_

For Office Use Only

Authorized Dealer of:



## Waterproofing Specialties, Inc.

RD 2, Box 346B, Johnsonburg Road  
Ridgway, PA 15853  
(800) 538-5201 • Phone/Fax: (814) 772-9291

PROPOSAL SUBMITTED TO

Mary Meredith

STREET

615 Walnut Ave

CITY, STATE AND ZIP CODE

DeBois PA 15801

PHONE (HOME)

371-3249

DATE BID

6/3/04

PHONE (WORK)

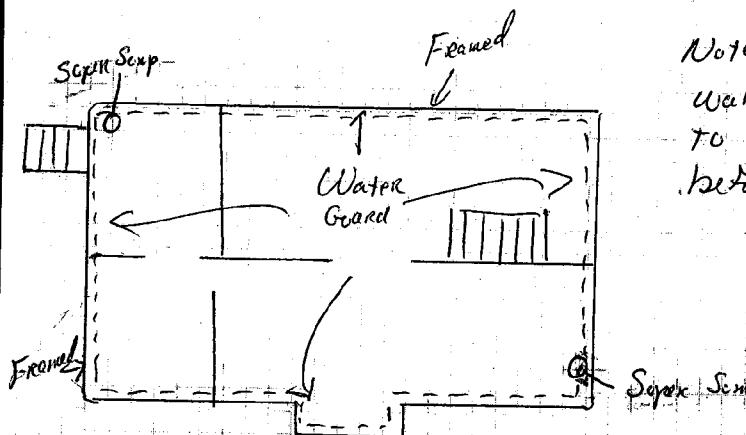
ALTERNATIVE PHONE

FAX

JOB LOCATION

Install a full perimeter flangless Water Guard System with Bright Wall Paneling 32" high to seal against the Radon.

Install two Super Sump as indicated  
Furnish a lifetime warranty.



Note: Framed walls and cabinets to be removed before our arrival

We hereby submit specifications and estimates

Wall Opening to cut:

Wood Wall Towel  
 Block Wall  
 Other \_\_\_\_\_

Type of Wall Finish:

Plain over -  
 Paneling  studs  
 Sheetrock  furring  
 Other \_\_\_\_\_

Type of Wall:

Block  
 Poured Concrete  
 Stone  
 Other \_\_\_\_\_

Type of Floor Finish:

Concrete 4"  
 Tile  
 Carpeting  
 Other \_\_\_\_\_

System to drain into:

SuperSump-New  
 Floor Drain  
 Existing Sump  
 Other \_\_\_\_\_

Obstacles to go around:

Pilaster  
 Water Heater  
 Oil Tank  Behind  
 Other \_\_\_\_\_

Quantity

System Features:

140

WaterGuard®

Quantity

System Features:

1

WaterGuard Port®

2

DryTrak®

2

WaterWatch Alarm®

2

SuperSump®

2

UltraSump®

2

IceGuard®

2

LawnScape®

40

1 1/2" Pipe

20

3" or 4" Pipe

FloodRing™

WellDuct™

Wall Injection

Pipe Injection

BrightWall® Panels

ThermalDry™ Floor

5

TrenchDrain™

Dehumidifier

Extended Warranty

Extra Battery

Air Purifier

The contractor's representative has fully explained the merits of the waterproofing system. I understand a DryTrak or WaterGuard system will remedy the problem with water involving walls and the joint where the floors and walls meet. I fully understand the warranty which covers only the areas of the basement addressed and accept the warranty which is transferable. There will be no charge for service calls which are leaks in the system covered under warranty. Any service calls which are not leaks in the system or leaks from damage or abuse will be charged at \$55 minimum and \$25 per man hour. Sump pumps are covered under a separate manufacturer warranty which doesn't include labor for pump service. Installation of DryTrak alone will not eliminate seepage from floor cracks. Installation of the system does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, condensation, water once pumped from house, window well flooding, or fuel tanks or lines. Homeowner responsible for moving objects away from walls and back. Some dust should be expected from work. Payments to be made in full upon completion.

We Propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

Eighty two hundred and 00/100 dollars \$ 8,200.00

Deposit Required \$ 0

Deposit Paid \$ 0

Balance Due Upon Installation \$ 100.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Homeowner assumes all responsibility for damages due to breakage of any hidden fuel/utility service lines, though we will do our best to avoid such damage. All proposals based primarily on homeowners description of problem.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature X

Authorized  
Signature

*Mike Perna*

Note: This proposal may be withdrawn by us if not accepted within 90 days.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

PAUL W. MEREDITH and MARY M. MEREDITH \* NO. 2004-1882-CD  
Plaintiffs \*

vs.

FRED E. GRINNEN, III and VIVIAN A. GRINNEN, \*

Defendants \*

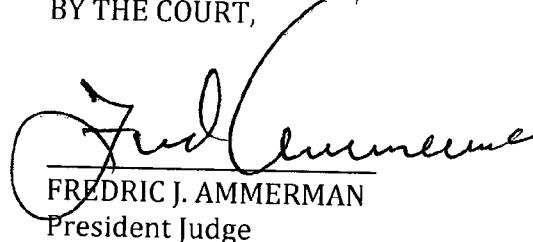
**FILED**

Z MAR 18 2013  
09:00/WSAS  
William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

NOW, this 14<sup>th</sup> day of March, 2013, upon the Court's review of the docket and noting no activity for a period of over eight years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge