

# 1120 Brabec St. Application Instructions

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Please read this listing in full prior to applying. Buyers must meet all eligibility requirements in order to be considered for purchase. All submissions are due by March 24, 2018 at 12 PM and must be postmarked by this date. The starting bid is \$22,709. In the event of multiple eligible bids, the “highest and best” will be accepted.

## **Eligible Buyers:**

- 1) Must purchase as an owner-occupant and utilize property as primary residence for a minimum of three (3) years after closing date.
- 2) Must complete renovations and utilize property as primary residence within one (1) year of closing date.
- 3) Must be free of outstanding debts with respect to any other property owned.
- 4) Must be a paid 2017 Troy Hill Citizens member and renew 2018 membership by the time of application.

## **Property Details:**

The property is a single family, two (2) bedroom, one and a half (1.5) bath home. With spacious bedrooms upstairs overlooking Spring Garden, the home has French Doors leading from the living room into a well maintained kitchen. The kitchen contains a perfectly preserved tin ceiling and modern cabinetry.

The front right and rear right sections of the foundation require repair and have led to some rooms being slightly out of plumb (level). The back deck also requires structural reinforcements. The home was unoccupied for several years and was not properly winterized. As a result, in the winter of 2017 there were two incidents of flooding due to burst pipes. This flooding caused widespread mold in the basement and caused water damage to the ceiling of the first floor foyer.

All utilities are currently turned off and appliances are not included. Please consult the inspection report for additional information. The property is being sold “As-Is,” with no warranties and no additional inspections. The total cost of repairs and purchase price is expected to be greater than \$100,000.

A gallery of property photos from an initial walk-thru by Troy Hill Citizens has been added at the following website link. Additional photos are available in the inspection report referenced under the **Buyer Resources** section.

Website: <http://troyhillpittsburgh.com/homes-for-sale/>

**Application Process:**

The property will be available for viewing exclusively during Open Houses on March 11<sup>th</sup>, 2018 from 10 AM to 12 PM and March 18<sup>th</sup>, 2018 from 9 AM to 11 AM. Please arrive with a general contractor in order to better assess the scope of repairs and the financing required to cover both purchase and renovations.

In order to apply, the following items must be provided as part of the overall application packet. Troy Hill Citizens will notify qualified applicants within three (3) business days of receipt of application.

- 1) Copy of one (1) form of identification.
  - a. License, government issued documentation, or utility bills
- 2) Completed *Request to Purchase Form*.
- 3) Proof of funds stating that you have secured financing for the purchase price and cost of all renovations quoted from contractor.
- 4) Completed *Real Estate Sales Contract*.
- 5) Signed and initialed Seller *Disclosure Statement*.
- 6) \$500 Deposit
  - a. All non winning bid deposits will be refunded.

All bids must be submitted and/or postmarked by March 24<sup>th</sup>, 2018 at 12PM using either our website or by mailing the application to the following address. If using the website, be sure to select "Send To: 1120 Brabec Street" and attach the completed application packet as a single PDF. Deposit payments may be made electronically via PayPal to [troyhillpittsburgh@gmail.com](mailto:troyhillpittsburgh@gmail.com) or mailed to the address below with checks payable to *Troy Hill Citizens*.

Attn: Brabec St. Application  
Troy Hill Citizens  
1619 Lowrie St  
Pittsburgh, PA 15212

Submission Website: <http://troyhillpittsburgh.com/contact-us/>

PayPal Website: <https://www.paypal.com/myaccount/transfer/homepage/send>

**Selection Process:**

Following March 24<sup>th</sup>, 2018, all bids will be evaluated by Troy Hill Citizens and the "highest and best" will be accepted in the event of multiple submissions.

**Closing Process:**

All closing costs will be paid by the Buyer. Failure to comply with any of the eligibility terms will lead to disqualification from purchasing properties listed by Troy Hill Citizens in the future.

All proceeds from the sale will be used to fund future Troy Hill Citizens events, projects, and services to benefit the community, with a strong emphasis on providing additional affordable housing opportunities, attracting businesses that serve the community, and maintaining historical aesthetics and neighborhood character.

## Buyer Resources

- 1) Inspection Document
  - a. <https://myhometeaminspection.com/ht-rfonos/my-inspection-report-wp?pq=eJxLtDKyqi62MrZSys9MUbLOtDI0NDU1ty62MjSyUkrNTczMSUxJKUotLIYCiVlaKRUn5pam5pTk5jukg2T1kvNzlaxrAQThFss%3D>
- 2) Open Source Property Information
  - a. [https://www.zillow.com/homedetails/1120-Brabec-St-Pittsburgh-PA-15212/11394938\\_zpid/](https://www.zillow.com/homedetails/1120-Brabec-St-Pittsburgh-PA-15212/11394938_zpid/)
  - b. <http://www2.county.allegheny.pa.us/RealEstate/GeneralInfo.aspx?ParcelID=0024F00358000000&SearchType=2&SearchStreet=BRABEC&SearchNum=1120&SearchMuni=County>
- 3) Financing Options
  - a. CARL Rehabilitation Loan  
<http://www.pcr.org/programs/community-acquisition-and-rehabilitation-loan/>
  - b. URA 0% Interest Home Improvement Loan  
<http://apps.pittsburghpa.gov/ura-files/PHRP04-27-17.pdf>
  - c. First Front Door Program (Can be facilitated through the Troy Hill Branch of Wesbanco)  
<https://www.firstfrontdoor.com/>

## Frequently Asked Questions:

If you have any questions outside of the Open House dates, please call, email or submit your questions using the “Contact” page of our website and again select “Send To: 1120 Brabec Street.” You will receive the fastest response via email and website submissions. Frequently asked questions will be added to this listing document following each Open House.

Phone: (412) 321-2852

Email: [troyhillpittsburgh@gmail.com](mailto:troyhillpittsburgh@gmail.com) (Subject: “1120 Brabec Street ...”)

Website: <http://troyhillpittsburgh.com/contact-us/>



# HomeTeam<sup>®</sup>

## INSPECTION SERVICE

1216 Edgewood Dr West Homestead, PA 15120

412-461-8273 Fax: 412-461-0814

[www.hometeam.com/southpittsburgh](http://www.hometeam.com/southpittsburgh)

E-mail: [southpittsburgh@hometeam.com](mailto:southpittsburgh@hometeam.com)

**1120 Brabec St**

**RE: Pittsburgh, PA 15212**

**Inspection #: 527-022018-1696**

Dear Sam Morris,

On 2/7/2018 HomeTeam Inspection Service made a visual inspection of the property referenced above. Enclosed please find a written, narrative report of our findings in accordance with the terms of our Home Inspection Agreement. Although maintenance items may have been addressed verbally at the time of the inspection, they may not be included in the enclosed report.

I trust the enclosed information is helpful and I hope you enjoy every aspect of your new home. If I can be of any assistance, please feel free to call me at the above telephone number.

Sincerely,

**HomeTeam Inspection Service**

**John Pasquella**

**ASHI Certified Inspector #251772**

**PA Radon Firm Certification #2915**





# HomeTeam<sup>®</sup>

INSPECTION SERVICE

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*HOME INSPECTION REPORT*



**Home. Safe. Home.**





## WHAT IS A HOME INSPECTION?

The purpose of a home inspection is to visually examine the readily accessible systems and components of the home. The inspectors are not required to move personal property, materials or any other objects that may impede access or limit visibility. Items that are unsafe or not functioning, in the opinion of the inspector, will be described in accordance with the standards of practice by which inspectors abide.

## WHAT DOES THIS REPORT MEAN TO YOU?

This inspection report is not intended as a guarantee, warranty or an insurance policy. Because your home is one of the largest investments you will ever make, use the information provided in this report and discuss the findings with your real estate agent and family to understand the current condition of the home.

## OUR INSPECTIONS EXCEED THE HIGHEST INDUSTRY STANDARDS.

Because we use a team of inspectors, each an expert in his or her field, our inspections are performed with greater efficiency and more expertise and therefore exceed the highest industry standards. We are pleased to provide this detailed report as a service to you, our client.

## WE BELIEVE IN YOUR DREAM OF HOME OWNERSHIP.

We want to help you get into your dream home. Therefore, we take great pride in assisting you with this decision making process. This is certainly a major achievement in your life. We are happy to be part of this important occasion and we appreciate the opportunity to help you realize your dream.

## WE EXCEED YOUR EXPECTATIONS.

Buying your new home is a major decision. Much hinges on the current condition of the home you have chosen. That is why we have developed the HomeTeam Inspection Report. Backed by HomeTeam's experience with hundreds of thousands of home inspections over the years, the report in your hand has been uniquely designed to meet and exceed the expectations of today's homebuyers. We are proud to deliver this high-quality document for your peace of mind. If you have any questions while reviewing this report, please contact us immediately.

**Thank you for allowing us the opportunity to serve you.**



FAST



TRUSTED



ACCURATE

**PREFACE:**

This report is intended for the sole, confidential, and exclusive use and benefit of the Client(s) under a written HomeTeam Inspection Agreement. This report is not intended for the benefit of, and may not be relied upon by, any other party. The disclosure or distribution of this report to the current owner(s) of the property inspected or to any real estate agent will not make those persons intended beneficiaries of this report. The HomeTeam Inspection Service has no liability to any party (other than the HomeTeam client named above, for whom this report was expressly prepared) for any loss, damage or expense (including, without limitation, attorney fees) arising from any claim relating to this report.

A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of the inspection. We will not render an opinion as to the condition of any systems or components of the structure that are concealed by walls, floors, drywall, paneling, suspended ceiling tiles, insulation, carpeting, furniture or any other items stored in or on the property at the time of the inspection.

The results of this home inspection are not intended to make any representation regarding the presence or absence of latent or concealed defects that are not reasonably ascertainable in a competently performed home inspection. No warranty or guaranty is expressed or implied.

If the person conducting your home inspection is not a licensed structural engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts, you may be advised to seek professional opinion as to any defects or concerns mentioned in the report. If the age, condition or operation of any system, structure or component of the property is of a concern to you, it is recommended that a specialist in the respective field be consulted for a more technically exhaustive evaluation.

This home inspection report is not to be construed as an appraisal and may not be used as such for any purpose.

This inspection report includes a description of any material defects (\*) noted during the inspection, along with any recommendation that certain experts be retained to determine the extent of the defects and any corrective action that should be taken. Any material defect that poses an unreasonable risk to people on the property will be conspicuously defined as such. Any recommendations made to consult with other specialists for further evaluation as a result of our findings should be complete prior to the conclusion of the inspection contingency period. The Client warrants they will read the entire Inspection Report when received and shall promptly contact HomeTeam regarding any questions or concerns the Client may have regarding the inspection or the Inspection Report.

\* Material Defect: 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 the people on the property. The fact that a structural element, system or subsystem is near, 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.

The majority of home inspections are performed on pre-existing structures. The age of these structures vary from just a few years to over 99 years old. Building techniques have changed dramatically over the years. These changes are what bring character to the neighborhoods of Western Pennsylvania, and affect a buyer's decision to purchase one home over another. Therefore, the age and method of construction will affect the individual character of a home.

We will not determine the cause of any condition or deficiency, determine future conditions that may occur including the failure of systems and components or consequential damage or components or determine the operating costs of systems or components.

It is not uncommon to observe cracks or for cracks to occur in concrete slabs or exterior and interior walls. Cracks may be caused by curing of building materials, temperature variations and soil movement such as: settlement, uneven moisture content in the soil, shock waves, vibrations, etc. While cracks may not necessarily affect the structural integrity of a building, cracks should be monitored so that appropriate maintenance can be performed if movement continues at an abnormal rate. Proper foundation maintenance is key to the prevention of initial cracks or cracks enlarging. This includes, but not limited to proper watering, foundation drainage and removal of vegetation growth near the foundation.

SUMMARY: The purpose of this summary is to provide a "quick view" of the results of the home inspection. Please be sure to read the full body of the inspection report, as it contains much more detail about your new home. Any recommendations for additional evaluation must be performed prior to the conclusion of the inspection contingency period. The following is a summary of the inspection performed at 1120 Brabec St, Pittsburgh, PA 15212:

### **Safety Concerns**

- The PORCH rail is loose.
- The ledger board for the deck is nailed to the main structure of the home rather than bolted.
- A loose outlet was noted in the rear bedroom.
- The DECK rail is loose.

### **Material Defects**

- The right and front foundation wall was not considered stable at the time of the inspection.

### **General Description**

- The gas, water and electric service was off at the time of the inspection. As a result we could not inspect any systems or elements of the home that require these services.
- Rotted wood was noted on many areas of the exterior of the home .
- Loose siding was noted on the back and right side of the home.
- Evidence of a roof leak was noted on the DECK at the time of the inspection.

### **Roof Structure**

- Loose soffit was noted on the front.
- Loose soffit was noted on the deck roof.

### **Plumbing**

- The main drain stack near the front basement wall was pushed inward at the time of the inspection.

### **Electric Service**

- The circuit in position 3 of the service panel is double tapped.

### **Basement**

- There were signs of moisture on the front, left and right basement walls.
- A substance with the characteristics of mold is visible in one or more areas of the property.

### **Windows, Doors, Walls and Ceilings:**

- Cracked or bubbling paint was noted on the walls in the living room.

### **First Level**

- Water marks with significant surface damage was noted on the walls and ceilings in the living room.

### **Second Level**

- Water marks with minor surface damage was noted on the ceilings in the front and rear bedroom

### **Heating & Air Conditioning**

- Evidence of water was noted inside the furnace compartment.
- The air ducts in the basement were covered with a material that has the characteristics of asbestos.



### GENERAL DESCRIPTION

Throughout this report, the terms "right" and "left" are used to describe the home as viewed from the street. A system or component has a material defect if it has a significant impact on the value or safety of the property. The HomeTeam inspects for evidence of structural failure and safety concerns only. The cosmetic condition of the paint, wall covering, carpeting, window coverings, etc., are not addressed. All conditions are reported as they existed at the time of the inspection. Routine maintenance and safety items are not within the scope of this inspection unless they otherwise constitute material visually observable defects. Although some maintenance and/or safety items may be disclosed, this report does not include all maintenance or safety items, and should not be relied upon for such items.

The inspected property consisted of a two story wood-framed structure with vinyl siding that was vacant at the time of the inspection. There were no material defects on the visible portions of the siding.

**NOTE: EXTERIOR WOOD ROT:**

Rotted wood was noted on many areas of the exterior of the home . The areas should be repaired and sealed by a qualified contractor.



Rotted wood example.

**MAINTENANCE NOTE: PEELING PAINT:**

Peeling paint was noted on many areas of the exterior. In order to preserve the life of the exterior surfaces and materials, all areas should be scraped and painted.

**NOTE: LOOSE SIDING:**

Loose siding was noted on the back and right side of the home. The siding should be reattached.



Loose siding.



Loose siding on back

The approximate temperature at the time of the inspection was 30 to 35 degrees Fahrenheit, and the weather was snowing. The buyer was not present at the time of the inspection. None of the utilities were on at the time of the

inspection.

**NOTE: UTILITIES:**

The gas, water and electric service was off at the time of the inspection. As a result we could not inspect any systems or elements of the home that require these services. Our inspection of these systems or elements was limited to visual only. Functional tests cannot be performed without the required utilities. The utilities should be activated prior to closing. Consult with qualified contractors for evaluation of the associated systems prior to taking ownership of the property.

**LOT AND GRADE**

The home was situated on a moderately sloped lot. The general grade around the home appeared to be adequate to direct rain water away from the foundation. The age of the home, as reported by the MLS sheet was said to be over one hundred years old. The inspection does not include any geological surveys, soil compaction surveys, ground testing, or evaluation of the effects of, or potential for earth movement such as earthquakes, landslides, sinking, rising or shifting for any reason. Information on local soil conditions and issues should be obtained from local officials and/or a qualified specialist. Additionally, the inspection does not include evaluation of elements such as underground drainage systems, site lighting, irrigation systems, barbecues, sheds, detached structures, fencing, privacy walls, pools, spas and other recreational items.

**INFORMATIONAL NOTE: SNOW COVERED LOT:**

The site was snow covered, therefore the driveway, walkway, porch/deck, patio, and lot were not fully visible for inspection.

**WALKWAY AND PORCHES**

There was a concrete walkway leading to a wood porch in the front of the home. Surface defects in walkways develop and progress with age and are considered normal as long as they do not create a safety hazard. There were no material defects observed in the walkway or the porch.

**SAFETY NOTE: LOOSE PORCH RAIL:**

The porch rail is loose. The rail should be secured for safety by a qualified contractor.

**DECK**

There was a wood deck located in the back of the home. The deck did not appear to be properly anchored to the main structure of the home. The vertical supports on the deck appear to be adequate to support the outer load of the deck. Construction methods, attachment requirements and supporting load specifications have changed dramatically over the years. The deck inspection provides a general condition report and is not meant to imply that the construction meets current standards. Consult with the local municipality for current deck construction requirements. There did not appear to be significant deterioration of the deck surface. The handrails on the deck were not secured. A wood deck should be cleaned and sealed regularly to prevent deterioration. There were no material defects observed on the visible portions of the deck or support structure.

**SAFETY NOTE: DECK ANCHORING:**

The ledger board for the deck is nailed to the main structure of the home rather than bolted. Generally accepted deck construction techniques require the deck to be bolted to the main structure of the home at regular intervals. Consult with a qualified contractor to anchor the deck to the home with bolts.



Deck ledger not bolted.

***SAFETY NOTE: LOOSE DECK RAIL:***

The deck rail is loose. The rail should be secured for safety by a qualified contractor.



Loose deck rail

The deck was covered with a shed roof. There were no material defects observed on the deck cover.

***INFORMATIONAL NOTE: SNOW COVERED ROOF:***

The deck roof was fully covered with snow, so a complete inspection of the roof components could not be made. Any commentary made on the condition of the roof is based solely on the limited visibility of the roof surface at the time of the inspection.

***NOTE: DECK ROOF LEAK:***

Evidence of a roof leak was noted on the deck at the time of the inspection. The evidence is based on the water marks on the underside of the roof. Consult with a qualified contractor for evaluation and repair.

***NOTE: SOFFIT & FASCIA:***

Loose soffit was noted on the deck roof. Consult with a qualified contractor for repair.



Loose soffit

## RETAINING WALL

There was one retaining wall constructed of treated wood and stone. The wall was in good condition. There were no material defects observed in the wall. We do not inspect or comment on retaining walls that are detached from the main structure of the home unless the walls function has an impact on the structure.

## ROOF STRUCTURE

The roof was a flat design covered with rubber. Observation of the roof surfaces, flashing, skylights and penetrations through the roof was performed from the ground level with the aid of binoculars. We will access the roof as long as it is dry, has a pitch that can be safely walked and accessible with the 16 foot ladder we carry.

### *INFORMATIONAL NOTE: ROOF NOT VISIBLE:*

The flat roof was not accessible with a 16 foot ladder and was not visible from the ground from any angle. As a result the roof and any penetrations such as plumbing vents, flues or chimneys could not be inspected. Our ability to inspect roofs is limited by the size of our ladder, pitch and visibility from the ground. Consult with a qualified roofer with rigging and ladders tall enough to reach the roof for inspection prior to the conclusion of the inspection contingency period. The roofer should document any deficiencies.

The aluminum soffit and fascia was inspected and was in need of repair.

### *NOTE: SOFFIT & FASCIA:*

Loose soffit was noted on the front. Consult with a qualified contractor for repair.



Loose soffit.

This visual roof inspection is not intended as a warranty or an estimate on the remaining life of the roof. Any roof metal, especially the flashing and valleys, must be kept well painted with a paint specially formulated for the use. All roof penetrations require maintenance and can crack, loosen or leak during or after significant weather events such as wind or rain. These areas should be monitored for changes in characteristic and repaired as required by a qualified roofer.



There were no material defects detected on the exterior of the roof.

The roof drainage system consisted of aluminum gutters and downspouts which appeared to be functional at the time of the inspection. Gutters and downspouts should receive routine maintenance to prevent premature failure. There were no material defects observed on the visible portions of the gutters or downspouts.

## FOUNDATION

The foundation was constructed of stone. A single inspection cannot determine whether movement of a foundation has ceased. Any cracks should be monitored regularly. There were material defects observed on the visible portions of the foundation.

### NOTE: FOUNDATION MOVEMENT:

There were significant horizontal and vertical earth-pressure type cracks observed on the front and rear foundation wall at the time of the inspection. There was also an inward bulge observed on the front and rear foundation wall. The wall was not considered stable at the time of the inspection. Consult with a company specializing in foundation repair for further evaluation and recommendations.. This condition is most often associated with soil and / or water pressures. The displacement occurs incrementally as the wall yields to horizontal earth pressure. Surface grading around the foundation is inadequate. Proper grading should be maintained to prevent foundation damage and water penetration.



Front foundation wall in general state of disrepair.



Rear foundation wall in general state of disrepair.



Front right foundation bowed inward.

There were several minor, settlement cracks observed on the foundation. The cracks were 1/16-inch or less in width. These cracks are common and usually insignificant. All buildings experience some settlement. Settlement cracks most often occur within the first few years after construction as the soil under the structure accommodates itself to the load of the structure. However, the significance of cracks cannot always be judged by a single inspection. All cracks should be monitored for significant changes in characteristics. Consult with a company specializing in foundation repair if there is a marked change in the size or dimension of a crack.

## BASEMENT

The full basement was finished, and contained the following mechanical systems: furnace and water heater. The concrete basement floor was in satisfactory condition. Minor cracks within any concrete slab are common and are most often due to shrinkage and settlement. Concrete floors are poured after the structure is built and serve no purpose with regard to structural support.

The basement stairway was inspected and there were no material defects observed with the steps, stairways or handrails.

The finished basement area included a family room and utility room.

### *INFORMATIONAL NOTE: BASEMENT WALLS:*

The interior walls of the basement were finished; therefore, a complete inspection of the stone foundation was not possible. There were no material defects observed on the visible portions of the foundation.

The basement was not dry at the time of the inspection. Because the basement is below grade, there exists a vulnerability to moisture penetration after heavy rains.

There was no evidence of an interior french drain system in the home. French drains are not required, but are often installed to control or prevent water intrusion. Some french drains discharge into a sump, while others do not. If a sump is present, there is a separate section of this report with details on the sump and pump, if present. Most french drain systems are concealed below the floor. As a result, it is typically not possible for us to determine the type of installation, the coverage of the system or if the system is operable. Consult with the current property owner for more information.

There were no material defects observed in the basement.

### *NOTE: BASEMENT MOISTURE EVIDENCE:*

There were signs of moisture on the front, left and right basement walls. The area was not dry at the time of the inspection. Dampness on basement walls is not always a sign of water intrusion. The dampness can be the result of warm humid air making contact with cool walls. In many cases the humid air condenses on the wall and forms a layer of moisture. It is important to assess whether moisture on the basement walls is the result of water intrusion or condensation. In this case the condition appears to be the result of water intrusion. The exterior grading in the affected area is inadequate. Many water intrusion problems can be controlled by improving the drainage on the exterior of the home. It is important that all roof drainage and surface water is directed away from the foundation. Consult with a qualified contractor for further evaluation and recommendations.



Water intrusion- right front.



Basement moisture left front

**GENERAL STATEMENT ON MOLD :** The presence of certain mold and mold spores in housing can result in mild to severe health effects in humans and can deteriorate the structure of the dwelling resulting in structural damage. Health effects include, but are not limited to: asthma, allergy symptoms, watery eyes, sneezing, wheezing, difficulty breathing, sinus congestion, blurry vision, sore throat, dry cough, aches and pains, skin irritation, bleeding of the lungs, headaches, memory loss and fever. As humans vary greatly in their chemical make-up, so does the individual's reaction to mold exposure. For some people, a small number of mold spores can cause ill effects. In others it may take many



more.

A substance with the characteristics of mold is visible in one or more areas of the property. The EPA (<http://www.epa.gov/mold/moldresources.html>) advises consumers that areas less than ten square feet of coverage can usually be controlled using readily available household products. In the event the substance cannot be controlled, a certified mold testing and remediation firm should be contacted for a recommended course of action.



Basement mold like substance example.



Mold like substance basement

Please note that it is not within the scope of this inspection to determine or predict the amount or frequency of past or future water intrusion into the basement. HomeTeam will make its best effort in accordance with the ASHI Standards of Practice to determine, based solely on visible conditions at the time of the inspection, whether there is any evidence of ongoing water penetration in the property. You should use all available resources including the seller disclosure and information from the current owner to determine if any water issues exist. Consult with a company specializing in water proofing if you require a guarantee of a 100 percent dry basement.

## FLOOR-STRUCTURE

The visible floor structure consisted of a tongue and groove subfloor, supported by two-inch by ten -inch wood joists spaced sixteen inches on center. There were no material defects observed in the visible portions of the floor structure.

## WATER-METER

The water meter was located in the basement. The main water shutoff valve for the home was located adjacent to the water service entry point in the basement. Water shutoff valves are visually inspected only. No attempt is made to operate the main or any other water supply shutoff valves during the inspection. These valves are infrequently used and could leak after being operated. The only exception to this policy is made when the main water supply valve is off upon arrival at the inspection. Since it is the buyers right to have all utilities operable for the home inspection, we will attempt to turn the main water valve on for the inspection. The HomeTeam is not responsible for leaks caused by operating the valve.

## GAS METER

The gas meter was located in the basement. The gas supplier for the home based on the identification tag on the meter is unknown. The main gas valve is usually located at the gas meter and requires a wrench to operate. The exterior gas line is below grade, classified as underground utilities and cannot be inspected. HomeTeam recommends enrolling in the gas company's line protection program. The program is available for a low monthly fee, and will cover the majority, if not all of the replacement cost of the main exterior gas line in the event it fails.

## PLUMBING

The visible water supply lines throughout the home were copper and CPVC pipe. The water was supplied by a public water supply. Water valves are not tested as part of the home inspection. Water valves that have not been operated for an extended period of time often leak after being operated. We would not be able to repair a leaking valve during the home inspection. The visible waste lines consisted of PVC, ABS and cast iron pipe. The functional drainage of the drain waste lines appeared to be questionable at the time of the inspection. The home was connected to a public sewer system. The under-floor drain lines are considered underground utilities and are specifically excluded from the inspection. The lines are not visible or accessible and their condition cannot be verified during a visible home

inspection. Simply running water into floor drains will not verify the condition of the waste line infrastructure under the home. Consult with a qualified plumber for a camera inspection of the sewer laterals if there is any concern as to the condition of the waste lines under the home. Our inspection of the plumbing system is a functional inspection only. We make no attempt to validate that the plumbing system complies with any codes. Additionally, we cannot validate the workmanship of the plumbing system to be up to standard. We are generalists and do not claim to know everything about all the trades. Any concern about the quality or adequacy of the plumbing system should be referred to a qualified, reputable plumber. There were no material defects observed in the visible portions of the plumbing system.

**NOTE: MAIN DRAIN STACK:**

The main drain stack near the front basement wall was pushed inward due to the foundation movement. Consult with a qualified plumber for repair.



Drain stack pushed by foundation.

## **WATER HEATER**

There was a 40 gallon capacity, natural gas water heater located in the basement. The water heater was manufactured by General Electric, model number GG40T06AVG01 and serial number GELN0205A25904. Information on the water heater indicated that it was manufactured approximately 13 years ago. A temperature and pressure relief valve (T & P) was present. Because of the lime build-up typical of T & P valves, we do not test them. An overflow leg was present. It did terminate close to the floor. Your safety depends on the presence of a T & P valve and an overflow leg terminating close to the floor. There was an questionable venting system from the water heater to the exterior of the home. The water heater was not tested because the gas service was not on at the time of the inspection.. In cases where the water heater is not on at the time of the inspection, it is not possible for us to verify that hot water is present at all plumbing fixtures, nor can we ensure that mixing hot and cold water to achieve a comfortable water temperature works at the fixtures.

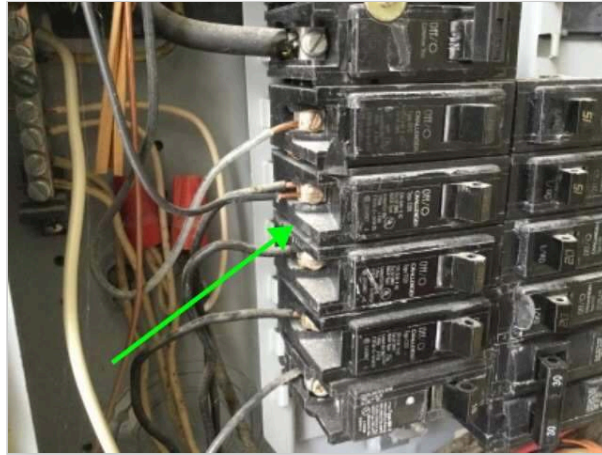
## **ELECTRIC SERVICE**

The overhead electric service wire entered the home on the front wall. The electric meter was located on the exterior wall. The service entrance cable consisted of stranded aluminum rated for 100 amps. The service wire entered a Challenger service panel, located on the interior wall with a 100 amp and 120/240 volt rated capacity. The main service disconnect switch was located in the main panel. The branch circuits within the panel were copper. These branch circuits and the circuit breaker to which they were attached appeared to be appropriately matched. The internal components of the service panel, i.e. main lugs, bus bars, etc were in good condition. The visible house wiring consisted primarily of the Romex type and appeared to be in good condition. An electric service grounding system was installed. Service grounding requirements have changed many times over the years. The grounding system for a 30-year-old electric service is different from that of a 10-year-old service. The inspection does not attempt to verify that the grounding system or any other part of the electric service complies with current codes.

**NOTE: DOUBLE TAPED CIRCUIT:**

The circuit in position 3 of the service panel is double tapped. This means that more than one wire is attached to the overload protection device (fuse or circuit breaker). Double tapping can lead to nuisance tripping and should be avoided. Nuisance tripping occurs when the total amperage of the wires attached to the breaker exceed the rating of the breaker. For instance, if the double lugged breaker has a rating of 15amps and the two wires attached are each drawing

10 amps, the breaker would trip. Neither one of the two wires is overloaded, but the total amperage flowing through the breaker is 20 amps. The breaker will trip even though no single wire is overloaded. Hence, the term, "nuisance tripping". Each circuit in the main service panel should have just one wire / circuit attached to the overload protection device. Consult with a qualified electrician for repair.



Double tapped circuit

A representative number of installed lighting fixtures, switches, and receptacles located throughout the home were tested. Please note that it is not always possible for us to identify the purpose of every switch in the home. Switches may appear to be inoperable or serve no purpose for a variety of reasons, some of which include switches installed for future use, abandoned switches as part of renovation activities or those that operate a device under special conditions such as the heating of gutters in the winter. Specific questions about the purpose of unidentifiable switch uses should be directed to the current property owner. The grounding and polarity of receptacles within six feet of plumbing fixtures, and those attached to ground fault circuit interrupters (GFCI), if present, were also tested. The installation of GFCI protected circuits and/or outlets located within six feet of water, in unfinished basement areas, garage and the exterior of the home is a commonly accepted practice and required by many municipalities. All GFCI receptacles and GFCI circuit breakers should be tested monthly. There were GFCI protected circuits in the home. The present and tested GFCIs were tested and found to be functional.

**SAFETY NOTE: LOOSE OUTLET:**

A loose outlet was noted in the rear bedroom. This could be a shock hazard due to exposed electrical contacts. The affected outlet(s) should be secured by a qualified contractor.



Loose outlet

The electrical service appeared to be adequate. Alarms, electronic keypads, remote control devices, landscape lighting, telephone and television, and all electric company equipment were beyond the scope of this inspection. An electrical inspection sticker placed by an independent firm certified to do electrical inspections was not present. Some jurisdictions require an independent electrical inspection and sticker within the last 5 years as a requirement to obtain an occupancy permit. While the requirement to obtain an occupancy permit is usually the sellers, HomeTeam is providing information on the presence of the electrical inspection sticker as a courtesy. There were no material defects

observed in the electrical system.

## **SMOKE-ALARMS**

There were smoke alarms found in the house. Property maintenance codes vary from area to area. Some municipalities require smoke alarms in every bedroom, while others only require them on each floor. Check with the local code enforcement officer for the requirements in your area. For safety reasons, the smoke alarms should be tested upon occupancy. The batteries (if any) should be replaced with new ones when you move into the house, and tested on a monthly basis thereafter.

## **CARBON MONOXIDE DETECTOR**

HomeTeam recommends installing carbon monoxide detectors in the home. The detector will alert the occupants of the home to the presence of dangerous carbon monoxide caused by a malfunctioning gas appliance. Multi-function devices exist that provide protection for carbon monoxide, smoke and fire. We are not always able to determine if these types of devices are installed. Many carbon monoxide alarms plug into a standard outlet and can easily be removed by the previous owner. You should verify the types of devices installed in your home, replace the batteries and test immediately after closing.

## **WINDOWS, DOORS, WALLS AND CEILINGS**

A representative number of accessible windows and doors were operated and found to be functional. The primary windows were constructed of wood and vinyl clad, double hung style, with insulated glass. We test all operable windows with unobstructed access. We do not comment on the presence or condition of window screens or storm windows. Additionally, windows with access blocked by furniture or personal affects, or those covered with plastic or other stationary interior storm windows are not operated. All exterior doors were operated and found to be functional. The exterior door locks should be changed or rekeyed upon occupancy. Possible problem areas may not be identified if the windows or doors have been recently painted. We do not comment on the presence or condition of storm doors, weather stripping or door insulating materials unless their condition represents a safety concern. There were no material defects observed in the windows or doors.

The interior wall and ceiling surfaces were finished with drywall. The interior wall and ceiling structure consisted of wood framing. Possible problem areas may not be identified if the interior wall and ceiling surfaces have been recently painted. Since the finished wall material and framing are different materials, they expand and contract at different rates. As a result, it is common to see cracks on the finished surface especially around door and window openings and ceilings. These cracks are cosmetic and generally have no structural significance. There were no material defects observed in the interior walls or ceilings.

## **FIRST LEVEL**

The first level consisted of a living room, kitchen, and a half bath. The HomeTeam inspects for evidence of structural failure and safety concerns only. The cosmetic condition of the paint, wall covering, carpeting, window coverings, etc., are not addressed. There were no material defects observed on the first level.

### *NOTE: WATER MARKS, FIRST LEVEL:*

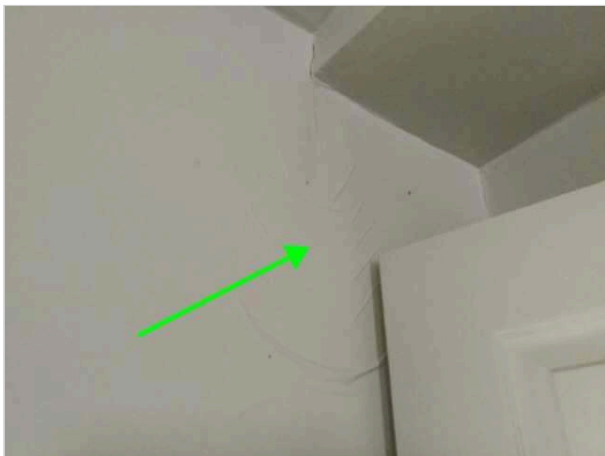
Water marks with significant surface damage was noted on the walls and ceilings in the living room. The water marks appeared to be the result of previous leaks. Consult with a qualified contractor for evaluation and repairs as required.



Ceiling and wall damage from pipes leaking

**NOTE: CRACKED / BUBBLING PAINT:**

Cracked or bubbling paint was noted on the walls in the living room. This condition appeared to be caused by water. There was no evidence of an active leak at the time of the inspection. Any damaged areas should be scraped, repaired, leveled and primed prior to applying a finish coat of paint.



Bubbly paint

The visible portions of the cabinets and counter tops were in fair condition. The appliances were turned on to check operational function only. No consideration is given regarding the age or components that may be worn or otherwise affected by wear and tear or use. No warranty, express or implied, is given for the continued operational integrity of the appliances or their components.

The kitchen contained the following appliances:

The Kenmore natural gas range was not inspected because the unit was not connected to the gas service. The accuracy of the clock, timers and settings on ovens are not within the scope of this inspection. Please note that many new ranges come with an anti-tilt bracket that is supposed to be attached to the wall and to the back of the range. The purpose of the bracket is to ensure that the range does not tilt forward when the oven door is open and racks are pulled out. We do not verify that the bracket is or is not installed at the inspection. Doing so would require us to pull the range away from the wall, risking scratching or other damage to the finished floor. Consult with an appliance service for further evaluation if you want to be sure the bracket is installed.

The Kenmore dishwasher was not tested because it was not connected to either the power source or plumbing.

The Galaxy microwave oven was inspected and did appear to be functional. The accuracy of the clocks, timers and settings are not within the scope of this inspection.

**SECOND LEVEL**

The second level of the home consisted of three bedrooms and one full bath. There were no material defects observed



on the second level.

**NOTE: WATER MARKS SECOND LEVEL:**

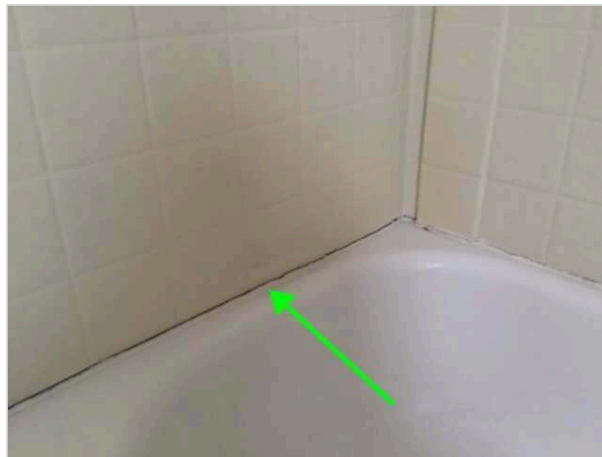
Water marks with minor surface damage was noted on the ceilings in the front and rear bedroom The water marks appeared to be the result of previous leaks. No immediate action is required. The affected area (s) should be monitored for evidence of new leaks. Consult with a qualified contractor for repair if required.



Watermark from previous leak

**MAINTENANCE NOTE: BATHROOM CAULKING:**

Failure to keep walls sealed can cause deterioration and extensive moisture damage including mold growth to the interior walls, which is not always visible at the time of the inspection. Some of the caulk was missing from around the tub . These areas should be re-caulked to help prevent moisture penetration.



Missing caulk

The second floor stairway was inspected and there were no material defects observed with the steps, stairways or handrails.

**HEATING SYSTEM**

The heating system was inspected by HomeTeam. Annual maintenance of the heating and cooling equipment is essential for safe and efficient performance, which will maximize the system's useful life. The results of our visual and operational inspection of the heating system is described below. Periodic preventive maintenance is recommended to keep this unit in good working condition. The home was heated by a Comfortmaker natural gas forced air furnace, Serial Number 2163369838, Model Number CMPA4100U4 which is approximately 20 years old. The unit was located in the basement of the home. It has an approximate net heating capacity of 100,000 BTUH. A carbon monoxide detector with probe was inserted into the main plenum just above the heat exchanger. There was no measurable level of carbon monoxide detected at the time of the inspection. LIMITATION: Examination of heating systems is mechanically limited since the unit cannot be dismantled to examine all of the interior components. Without removing the burners to gain



complete access, and with the limited viewing area of the heat exchanger, a thorough inspection is not possible. The inspection does not include a heat-loss analysis, heating design or adequacy evaluation, energy efficiency assessment, installation compliance check, chimney flue inspection, draft test or buried fuel tank inspection. Termination of HVAC condensate lines was raised above the floor drain or drain inlet. The condensate lines were trapped. HVAC condensate lines must be trapped and not in contact with wet drain inlets to prevent the possible migration of bacteria and mold into the air-handling system. The PVC venting system was adequate to exhaust the spent gases to the exterior of the home and was in good condition. The system was on and the ignition source enabled.. The heating system was not tested because the gas service was not on at the time of the inspection.. The unit does not appear to have been recently serviced. It is recommended that the furnace be cleaned and serviced by a qualified contractor upon taking ownership of the property. The furnace should be serviced annually to maintain safe and efficient operation.

**NOTE: WATER INSIDE FURNACE COMPARTMENT:**

Evidence of water was noted inside the furnace compartment. The condition is most likely caused by a condensate leak in the furnace and/or air conditioning condensate drain lines. The water can also be caused by a leaking humidifier if one is installed. Water inside the furnace compartment can damage the furnace cabinet or other operational components and should be repaired. The furnace compartment was dry at the time of the inspection. Consult with a qualified heating contractor to determine the source of the water and correct the issue. Please also note that due to the seasonal use of heating and air conditioning systems, wet and dry conditions can change based on whether the inspection is performed during the heating or cooling season. The observation at the time of the inspection can be limited to seasonal conditions.



Evidence of previous leaks.

There will be normal temperature variations from room to room and level to level, most noticeable between levels.

Airflow throughout the house may be balanced by adjusting any dampers in the supply ducts, or by adjusting the supply registers. Inspection of air and duct supply system for adequacy, efficiency, capacity or uniformity of the conditioned air to the various parts of the structure is beyond the scope of the home inspection.

**NOTE:ASBESTOS LIKE SUBSTANCE:**

The air ducts in the basement were covered with a material that has the characteristics of asbestos. The material did appear to be damaged or deteriorating at the time of the inspection. It is advisable to avoid disturbing the substance prior to any testing. The only way to confirm the contents of the material is to have a sample tested by a qualified laboratory. If the substance is of any concern, a qualified asbestos testing firm should be contacted.



Possible asbestos material on ductwork.

The disposable filter should be replaced on a regular basis to maintain the efficiency of the system. The efficiency rating is not within the scope of this inspection.

**MAINTENANCE NOTE: MISSING FILTER:**

There is no filter installed in the return air portion of the system. The filter traps dirt and debris to keep it from clogging the internal components of the system. A properly sized filter should be installed.

**CONTROLS**

The control for the heating and air conditioning system was a 24 volt thermostat located on the living room wall of the home. The thermostat was manufactured by White Rodgers and was found to be in working order.

### **REASONABLE EXPECTATIONS REGARDING A PROFESSIONAL HOME INSPECTION:**

There may come a time when you discover something wrong with the house, and you may be upset or disappointed with your home inspection. There are some things we'd like you to keep in mind.

**Intermittent or concealed problems:** Some problems can only be discovered by living in a house. They cannot be discovered during the few hours of a home inspection. For example, some shower stalls leak when people are in the shower, but do not leak when you simply turn on the tap. Some roofs and basements only leak when specific conditions exist. Some problems will only be discovered when carpets are lifted, furniture is moved or finishes are removed.

**No clues:** These problems may have existed at the time of the inspection, but there were no clues as to their existence. Our inspections are based on the past performance of the house. If there are no clues of a past problem, it is unfair to assume we should foresee a future problem.

**We always miss some minor things:** Some say we are inconsistent because our reports identify some minor problems but not others. The minor problems that are identified were discovered while looking for more significant problems. We note them simply as a courtesy. The intent of the inspection is not to find the \$200 problems; it is to find the \$1000 problems. These are the things that affect people's decisions to purchase.

**Contractor's advice:** A common source of dissatisfaction with home inspectors comes from comments made by contractors. Contractors' opinions often differ from ours. Don't be surprised when three roofers all say the roof needs replacement, when we said that the roof would last a few more years with some minor repairs.

**"Last man in" theory:** While our advice represents the most prudent thing to do, many contractors are reluctant to undertake these repairs. This is because of the "last man in" theory. The contractor fears that if he is the last person to work on the roof, he will get blamed if the roof leaks, regardless of whether or not the roof leak is his fault. Consequently, he won't want to do a minor repair with high liability, when he could re-roof the entire house for more money and reduce the likelihood of a callback. This is understandable.

**Most recent advice is best:** There is more to the "last man in" theory. It suggests that it is human nature for homeowners to believe the last bit of expert advice they receive, even if it is contrary to previous advice. As home inspectors, we unfortunately find ourselves in the position of "first man in" and consequently it is our advice that is often disbelieved.

**Why didn't we see it?:** Contractors may say, "I can't believe you had this house inspected, and they didn't find this problem." There are several reasons for these apparent oversights:

- **Conditions during inspection:** It is difficult for homeowners to remember the circumstances in the house at the time of the inspection. Homeowners seldom remember that it was snowing, there was storage everywhere or that the furnace could not be turned on because the air conditioning was operating, etc. It's impossible for contractors to know what the circumstances were when the inspection was performed.
- **This wisdom of hindsight:** When the problem manifests itself, it is very easy to have 20/20 hindsight. Anybody can say that the basement is wet when there is 2" of water on the floor. Predicting the problem is a different story.
- **A long look;** If we spent half an hour under the kitchen sink or 45 minutes disassembling the furnace, we'd find more problems, too. Unfortunately, the inspection would take several days and would cost considerably more.
- **We're generalists:** We are generalists; we are not specialists. The heating contractor may indeed have more heating expertise than we do. This is because we are expected to have heating expertise and plumbing expertise, structural expertise, electrical expertise, etc.
- **An invasive look:** Problems often become apparent when carpets or plaster are removed, when fixtures or cabinets are pulled out, and so on. A home inspection is a visual examination. We don't perform invasive or destructive tests.

**Not insurance:** In conclusion, a home inspection is designed to better your odds. It is not designed to eliminate all risk. For that reason, a home inspection should not be considered an insurance policy. The premium that an insurance company would have to charge for a policy with no deductible, no limit and an indefinite policy period would be considerably more than the fee we charge. It would also not include the value added by the inspection.

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# Overview Inspection for 1120 Brabec Street

*Prepared by Benjamin Wojtyna, A&B Renovation Company  
412.908.3262 – ben@abrenovation.com*

## Overview

The inspection notes below are from a brief walk through of the property with little to no long-term observation of the deficiencies noted. This should not be considered an extensive list of all improvements necessary to provide a comfortable and safe house for the future buyer, but merely as a guide to some of the costs to be expected, along with some guidance on urgency. Pricing ranges from DIY (low range) to exclusively hiring contractors (high range), and includes allowances for unforeseen issues in each area.

This summary is provided as a complimentary service to those considering the purchase of this property. Although A&B Renovation Company is currently booked for the 2018 year, Ben (a Troy Hill resident) has gratefully offered to provide pro bono advice to serious buyers who may be looking for a second opinion, or who may currently lack a general contractor, previous home buying experience, or a clear vision of the steps necessary to transform this house into a livable home.

## Structure

The house is a balloon framed house sitting on a stone foundation. Significant settling has occurred, notable in uneven floors and bowing in the north-easterly walls along the kitchen, bedroom 1 and stairwells. No imminent failures noted, fixes would be largely for aesthetic and long-term structural reasons. Remediation could include placing new footers and installing properly sized supports in basement, as well as replacement/reinforcement of basement foundation below bowed portions. Cost range of 3k-20k.

Ongoing moisture issues in basement has led to extensive mold issues. Recommend complete removal of affected materials and remediation of mold. Cost range of 1k-5k.

The rear porch is underbuilt for a two-story deck. Would recommend exercising extreme caution in using in current form. Short term remediation would involve extra bracing, joist hangers and tension ties. Cost range of 300-1k. Recommend American Wood Council's design for code acceptance documentation available for free from the city's website as a starting point for repairs. Long term would likely need to be replaced in entirety. Cost range of 10-20k.

The roof was not inspected closely, but no significant evidence of water damage was visible on interior surfaces.

## Energy Efficiency

Unable to verify current insulation status, but balloon framing does allow for easy blow-in insulation to be added at a future date.

Windows have been updated to insulated windows. Variety of problems with sash locks and balance components being damaged or missing. Repair costs would be minimal.

Multiple exterior doors with deficient/aged/missing weather stripping. Locks in various states of functionality. Repair costs would be minimal.

Exterior siding appears to be less than 10-15 years old. Installations of that age frequently provide a moderate air sealing and minimal insulation increase to the house.

## Electrical

Main panel is a modern style breaker box. Mix of wiring including romex, metal clad and knob and tube evident. Due to utilities being disconnected, unable to assess further. Assuming no hidden damage, likely little repairs necessary.

Immediate after restoring power, would recommend investigating functionality of all switches and receptacles. Greatest risk is verifying functional GFCI in bath, kitchen basement and outdoor locations. Long term would want to evaluate if any knob and tube is still in use, and replace as use necessitates.

Some fixtures are missing/damaged and would need to be replaced.

## Plumbing

Obvious damage with water line at service entrance to house. Indicative of freeze problems, could exist in multiple locations throughout house. Would recommend licensed plumber evaluate further once utilities restored. Costs could range from a 1-3k for minimal repairs, to 13-18k for entire house re-plumb.

Drain plumbing is a poorly installed mix of PVC, ABS and existing Cast Iron. Would expect several slow to medium leaks in these systems. Repairs likely to range from 1-10k.

Recommend new water heater, 500-1k.

## HVAC

Furnace is a newer high efficiency unit. Unfortunately, it is connected to older ductwork that appears to be asbestos wrapped. Testing would need to be performed to verify, and if asbestos is found to be present, would recommend immediate remediation. Costs would be at least 8k, possible to exceed 18k depending on extent of asbestos covering ductwork.

## Exterior

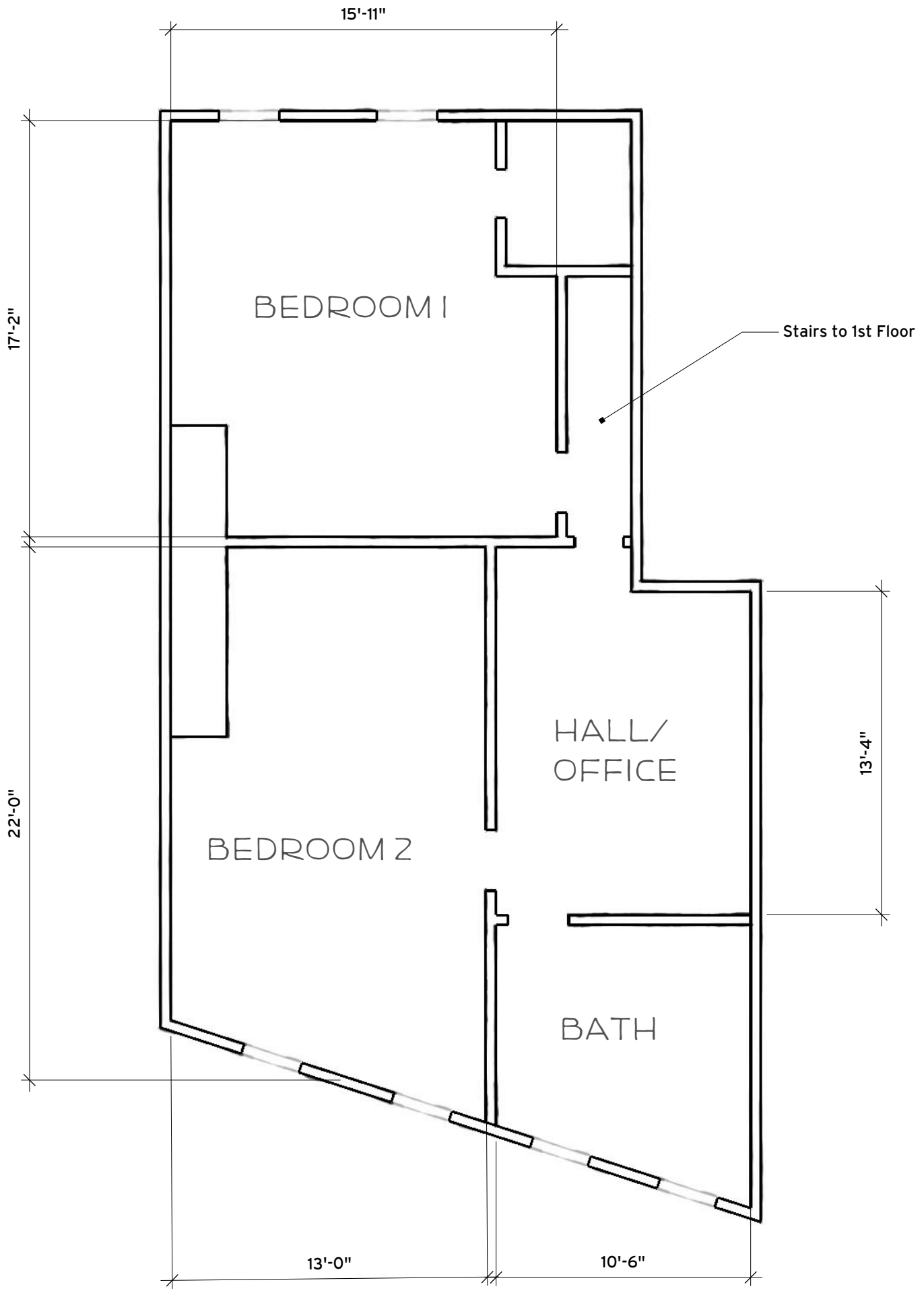
The property is located at the top of a hill with a retaining wall at the rear providing further stabilization to the lot. Stairs integral to this wall have already deteriorated significantly, but the wall does not show immediate signs of failure. Would recommend close monitoring and likely long term repair or replacement. Cost range 2k-20k.

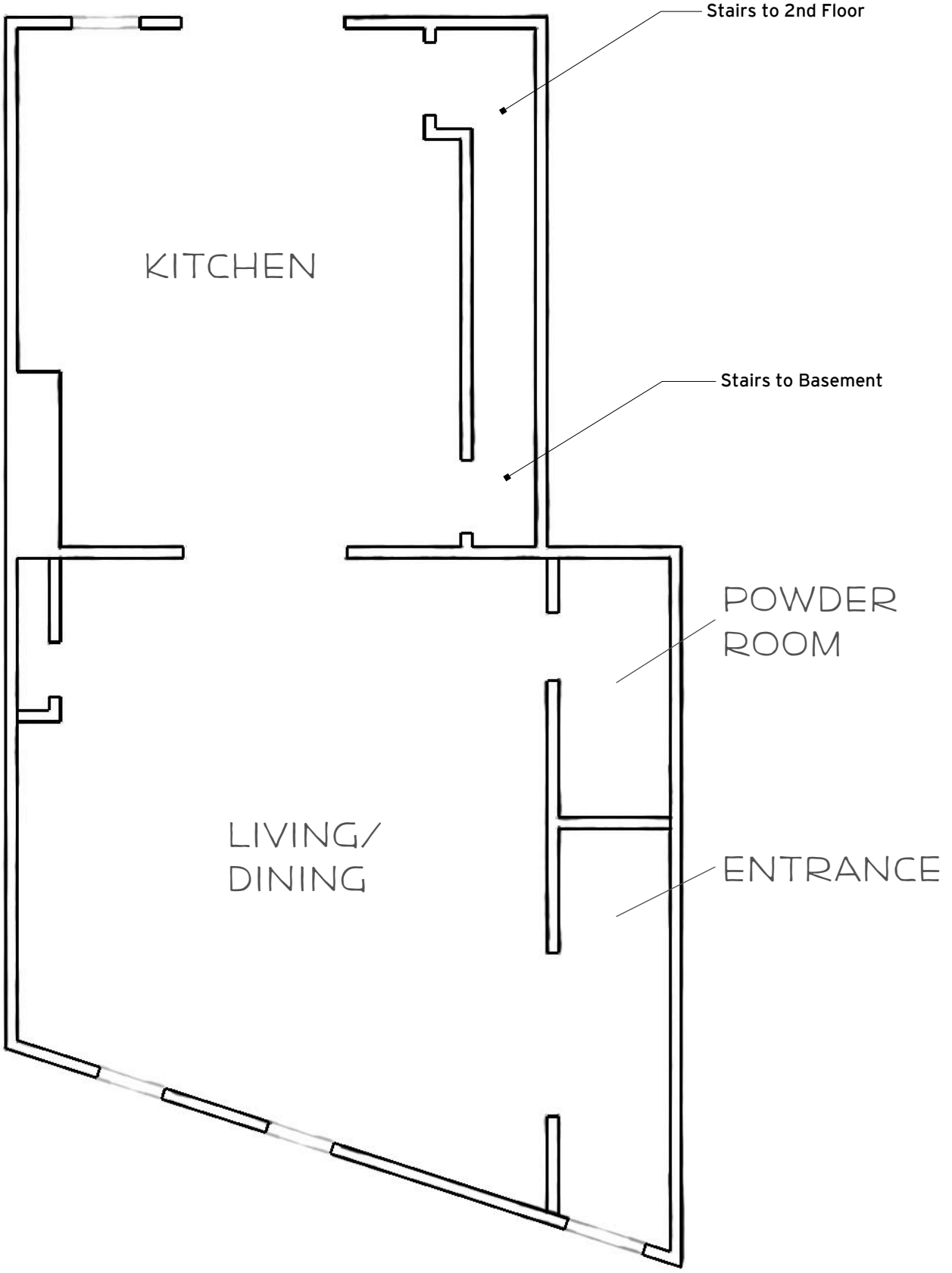
There is a neighboring retaining wall that has failed in the rear yard. Partnering with neighbor for repair recommended immediately to prevent further damage and erosion.

The front sidewalk is in better than average shape for the neighborhood.

The basement foundation wall exteriors should be repointed within the next few years. Cost range of 1-3k.







## TROY HILL CITIZENS COUNCIL REQUEST TO PURCHASE FORM

<b>CONTACT INFORMATION</b>			
NAME:		SPOUSE:	
SSN:		SPOUSE SNN:	
CURRENT ADDRESS:			
HOME PHONE NO:		WORK/MOBILE:	
EMAIL:			
<b>APPLICANT SURVEY</b>			
PLEASE INDICATE TROY HILL RESIDENCY (OWN / RENT / NOT APPLICABLE) IF APPLICABLE, PROVIDE DATE RANGES PRIOR TO 2016.			
<i>2018</i>	<i>2017</i>	<i>2016</i>	<i>PRIOR TO 2016</i>
PLEASE INDICATE EMPLOYMENT STATUS (EMPLOYED/ SELF-EMPLOYED / RETIRED / UNEMPLOYED) IF APPLICABLE, PROVIDE DATE RANGES PRIOR TO 2016.			
<i>2018</i>	<i>2017</i>	<i>2016</i>	<i>PRIOR TO 2016</i>
IF APPLICABLE, PLEASE LIST ANY OTHER PROPERTY YOU OWN			
<i>ADDRESS</i>		<i>WARD/BLOCK/LOT</i>	
WHAT PROPERTY DO YOU WANT TO BUY?			
<i>ADDRESS</i>		<i>WARD/BLOCK/LOT</i>	
<b>SIGN/DATE</b>			
SIGNATURE:		DATE:	

REAL ESTATE SALE CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Troy Hill Citizens ("Seller"), hereby agrees to sell to ("Buyer"), or Buyer's assignee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The Property is located in the Pittsburgh Allegheny County, Pennsylvania, is commonly known as 1120 Brabec St and is designated as Tax Parcel # 24-F-358. Seller shall provide a full legal description of the Property.

1. A. PURCHASE PRICE The total purchase price to be paid for the Property by the Buyer is payable as follows:

Table with 3 columns: Description, Amount, and Initials. Rows include (i) Initial deposit (\$ 500), (ii) Balance due Seller, and TOTAL PURCHASE PRICE.

The initial deposit shall be held by Troy Hill Citizens in a non-interest bearing account unless otherwise stated here:

B. CONVEYANCE: Conveyance from Seller will be by fee simple deed of SPECIAL WARRANTY unless otherwise state here:

2. SETTLEMENT: Settlement to be made on or before April 21, 2018 at a time and place to be mutually agreeable between Buyer and Seller.

3. SELLER'S COSTS: Unless otherwise stated below, the Seller will pay for the cost of deed preparation, all matters of title clearance and a reasonable settlement charge as is customary. Payment of realty transfer taxes will be divided equally between Buyer and Seller x paid by Buyer; or paid by Seller

Two horizontal lines with dotted end caps for signature or date.

**4. PRORATED ITEMS:** At time of settlement, the following shall be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; condominium fees and homeowner association fees, if any. 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 state here \_\_\_\_\_

.....

**5. TITLE, SURVEYS AND COSTS:**

(a) The Property is to be conveyed free and clear of all liens, encumbrances and easements, subject only to the following: existing deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, if any, which shall not interfere with the use of the Property or interfere with the use and operation of the premises; otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a title insurance company of Buyers' choice (the "Title Company") at its regular rates.

(b) In the event Seller is unable to give a good and marketable title and such as will be insured by the Title Company at its regular rates as specified in paragraph 8(a) above, Buyer shall have the option of taking such title as Seller can give without changing the price or of being repaid all monies paid by buyer to Seller on account of the purchase price and Seller shall reimburse Buyer for any costs incurred by buyer for those items specified in paragraph 8(c) and in paragraph 8(d), items (1), (2) and (3); and in the latter event, there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become null and void.

(c) Buyer shall pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

**6. DEFAULT BY BUYER:** If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain as liquidated damages and not as a penalty all of the initial deposit specified in paragraph 1(a) above, it being agreed that this is Seller's exclusive remedy.

**7. DEFAULT BY SELLER:** If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, or the buyer may bring suit against Seller for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance. Buyer's remedies are cumulative and not exclusive of one another, and all other remedies shall be available in either law or equity to Buyer for Seller's breach hereof.

8. **RISK OF LOSS OR DAMAGE:** Risk of loss or damage to the Property by any cause is retained by the seller until closing.

9. **CONDITION OF THE PROPERTY:** Buyer accepts the Property in its present condition.

10. **OCCUPANCY:** Seller shall deliver possession to Buyer no later than the closing date unless otherwise stated herein. Seller represents that there are no persons occupying the Property.

11. **TERMITE INSPECTION:** (check one)

\_\_\_\_\_ WAIVED BY BUYER

\_\_\_\_\_ Within ten (15) days after Seller's acceptance of this Agreement, Buyer shall, at Buyer's expense, an inspection report showing all buildings on the Property to be free and clear from visible infestation and free from visible dry or wet rot damage by termites and other wood-destroying organisms. This inspection report is to be furnished by a licensed pest control firm. If a report shows such visible infestation or damage, Seller shall pay all costs of treatment of such infestation and all costs of repair of such damage. If the costs of treatment and repair shall exceed \$1,000.00, Seller may elect not to make such treatment and repairs and Buyer may elect to take the Property in its then condition or, at Buyer's option, to deduct the cost of repairs from the total purchase price and complete the transaction or Buyer may terminate this contract and receive a full refund of all deposits made by Buyer hereunder.

12. **LEGAL USE:** Seller represents and warrants to Buyer that the entire property conforms to all building codes and restrictions that may be imposed by any governmental agency either national, state or local. Seller also warrants that Seller has received no notice of any building code that have not been fully corrected.

13. **LOCAL ORDINANCES:** (check one)

\_\_\_\_\_ WAIVED BY BUYER

\_\_\_\_\_ Seller shall procure for Buyer at Seller's expense all certificates of inspection, certificates of occupancy or the like required under the terms of any local ordinance.

15. **TERMINATION:** This offer shall terminate if not accepted before 3/28/2018.

16. **R.E.S.P.A. COMPLIANCE:** Seller and Buyer agree to make all disclosures and do all things necessary to comply with the provisions of the Real Estate Settlement Procedures Act of 1974 if it is applicable to this transaction.

17. **DISCLOSURES:** Seller shall deliver to Buyer all disclosures required by State or Federal law to be given to Buyer.

18. **ADDITIONAL TERMS AND CONDITIONS:**

(a) Where the context requires, the terms Seller and Buyer shall include the masculine as well as the feminine and the singular as well as the plural.

(b) There are no agreements, promises, or understandings between the parties except as specifically set forth in this contract. No alterations or changes shall be made to this contract unless the same are in writing and signed or initialed by the parties hereto.

(c) The provisions of this contract shall survive the closing and shall not merge in any deed of conveyance herein.

(d) This agreement shall be construed under the laws of the State of Pennsylvania

19. **REAL ESTATE SALES COMMISSION:** (check one)

\_\_\_\_\_ The Seller agrees to pay all real estate sales commission due on this transaction

X\_\_\_\_\_ The Seller certifies that no real estate agent/broker has been employed in this transaction

20. **NOTICES:** Any notices required to be given herein shall be sent to the parties listed below at their respective addresses either by personal delivery or by certified mail - return receipt requested. Such notice shall be effective upon delivery or mailing.

21. **OTHER PROVISIONS:**

Property is sold "As-Is" no .....  
warranties and no additional inspections .....  
.....  
.....  
.....  
.....



**TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

In witness whereof, the parties signed their names on the dates in the year set forth below.

BUYER:

SELLER:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ADDRESS OF BUYER(S):

ADDRESS OF SELLER(S):

1619 Lowrie St

Pittsburgh, PA 15212

Telephone: \_\_\_\_\_

Telephone: (412) 3212852

E-mail: \_\_\_\_\_

E-mail: troyhillpittsburgh@gmail.com

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials SM

Buyer Initials

West Penn Multi-List, Inc.™ SELLER DISCLOSURE STATEMENT

THIS FORM MAY ONLY BE CERTIFIED TO BY THE SELLER

WPML LISTING # 07/2013 REVISED

SELLER INFORMATION

Seller(s) Name(s): Troy Hill Citizens

Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"): 1120 Brabec St, Pittsburgh, PA 15212

Approximate age of Property: 100 years Years Seller has owned Property: 1

NOTICE TO PARTIES

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

This statement discloses the Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This statement is not a warranty of any kind by the Seller or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The Buyer is encouraged to address concerns about any condition of the Property that may not be included in this statement. This statement does not relieve the Seller of the obligation to disclose a material defect that may not be addressed on this form.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is a problem with the Property of any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY.

1. SELLER'S EXPERTISE

The Seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and condition of the Property and its improvements, except as follows:

2. OCCUPANCY

- (a) Do you, the Seller, currently occupy this Property? [ ] Yes [X] No If "No", when did you last occupy the Property? (Year)
(b) Is the Property zoned for single family residential use? [X] Yes [ ] No [ ] Unknown
(c) Will a Certificate of Occupancy be required by the Municipality and/or government unit? [X] Yes [ ] No [ ] Unknown
(d) Are you aware of any pets having lived in the house or other structures during your ownership? [ ] Yes [X] No

3. ROOF

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date the repairs were attempted or attach a more detailed summary.

- (a) Date roof was installed: Documented: [ ] Yes [ ] No [X] Unknown
(b) Has the roof been replaced, repaired, or overlay during your ownership: [ ] Yes [X] No [ ] Unknown
(c) Has the roof ever leaked during your ownership? [ ] Yes [ ] No [X] Unknown
(d) Do you know of any problems with the roof, gutters, or downspouts? [ ] Yes [ ] No [X] Unknown

4. SUMP PUMPS, BASEMENTS, GARAGES AND CRAWL SPACES

Explain any yes answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of repairs and date repairs were attempted in the lines below or a more detailed summary may be attached.

- (a) Does the Property have a sump pump or grinder pump? [ ] Yes [ ] No [X] Unknown
(b) To your knowledge have "sump pumps" ever been required to be used at this property? [ ] Yes [ ] No [X] Unknown [ ] Not applicable
(c) If there is a sump pump at this address is the sump pump in working order? [ ] Yes [ ] No [X] Unknown [ ] Not applicable
(d) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time? [ ] Yes [ ] No [X] Unknown [ ] Not applicable
(e) Are you aware of any water leakage, accumulation or dampness within the basement, garage or crawl space? [X] Yes [ ] No [ ] Unknown
(f) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage or crawl space? [ ] Yes [X] No [ ] Unknown

Front right of foundation leaking

5. TERMITES, WOOD DESTROYING INSECTS, DRY ROT, PESTS

Explain any yes answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date of the repair(s) were attempted.

- (a) Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property? [ ] Yes [ ] No [X] Unknown
(b) Are you aware of any damage to the property caused by termites, wood destroying insects, dry rot or pests? [ ] Yes [ ] No [X] Unknown
(c) Is the property currently under contract by a licensed pest control company? [ ] Yes [X] No [ ] Unknown
(d) Are you aware of any termite, pest control reports or treatments to the property? [ ] Yes [ ] No [X] Unknown

6. STRUCTURAL ITEMS

Explain any yes answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of repair(s) and date repair(s) was attempted or attach a more detailed summary.

- (a) Are you aware of any past or present water leakage in the house or other structure? [X] Yes [ ] No [ ] Unknown
(b) Are you aware of any past or present movement, shifting, deterioration or other problem with walls, foundations or other structural components? [X] Yes [ ] No [ ] Unknown
(c) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property? [ ] Yes [ ] No [X] Unknown

Foundation leaking, see inspection

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6. STRUCTURAL ITEMS CONTINUED

- (d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?
(e) Are you aware of any problem with the use or operation of the windows?
(f) Are you aware of defects (including stains) in flooring or floor coverings?
(g) Has there ever been fire damage to the Property?
(h) Are you aware of any water or ice damage to the property?
(i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit or other similar material?

7. ADDITIONS/REMODELING

- (a) Have you made any additions, structural changes or other alterations to the property during your ownership?

Table with 4 columns: If yes, list additions, structural changes, or alterations (use additional sheets if necessary); Approximate date of work; Were permits obtained? (Yes, No, Unknown); Were final inspections/approvals obtained? (Yes/No/Unknown)

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if they were obtained.

- (b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?
(c) Did any former owners of the Property make any additions, structural changes or other alterations to the Property?
If "Yes", please identify the work that was done and whether all necessary permits and approvals were obtained along with compliance with building codes?

8. WATER SUPPLY

Explain any yes answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts in the lines below:

- (a) What is the source of your drinking water?
(b) If your drinking water source is not public: When was your water last tested? Date Documented?
(c) Does the property have a water softener, filter or other type of treatment system?
(d) Have you ever experienced a problem of any nature with your water supply?
(e) If the property has a well, has the well ever run dry?
(f) Is there a well on the property not used as the primary source of drinking water?
(g) Is the water system on this property shared?
(h) Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well and related items?
(i) Are you aware of any issues/problems with the water supply or well as the result of drilling (for oil, gas, etc.) on the property?

9. SEWAGE SYSTEM

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date the repair(s) were attempted/made.

- (a) What is the type of sewage system?
(b) Is there a sewage pump?
(c) When was the septic system, holding tank or cesspool last serviced?
(d) Is either the water or sewage system shared?
(e) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?

10. PLUMBING SYSTEM

- (a) Type of plumbing: Copper Galvanized Lead PVC Polybutylene pipe (PB) Mixed Unknown Other

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10. PLUMBING SYSTEM CONTINUED

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

11. DOMESTIC WATER HEATING

(a) Type of water heating: Electric Natural Gas Fuel Oil Propane Solar Summer/Winter Hook-Up Other (Explain): Unknown

(b) Are you aware of any problem(s) with any water heater or related equipment? Yes No Unknown If "Yes", explain:

(c) If a water heater is present, what is the age of water heater?

12. AIR CONDITIONING SYSTEM

(a) Type of air conditioning: Central electric Central gas Wall Units None Number of window units included in sale:
Location(s):

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

(c) Age of Central Air Conditioning System: Unknown Date last serviced, if known:

(d) Are you aware of any problems with any item in this section? Yes No If "Yes," explain:

13. HEATING SYSTEM

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date(s) the repair(s) were attempted.

(a) Type(s) of heating fuel(s)(check all that apply): Electric Fuel Oil Natural Gas Propane Coal Wood Other
If "Other", please explain: Unknown

(b) Type(s) of heating systems(s) (check all that apply): Forced Hot Air Hot Water Heat Pump Electric Baseboard Steam
Wood Stove (How many? ) Coal Stove (How Many? ) Other: Unknown

(c) Age of Heating System: Unknown Date last services, if known:

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

(e) Are there any fireplaces? Yes No If "yes," how many? Are they working? Yes No Type (woodburning or gas)

(f) Are there any chimneys (from a fireplace, water heater, or any other heating system)? Yes No
If "Yes," how many? Are they working? Yes No

When were they last cleaned? Unknown

(g) Are you aware of any heating fuel tanks on the Property? Yes No
If "Yes", please describe location(s), including underground tank(s):

If you do not own the tank(s), explain:

(h) Are you aware of any problems or repairs needed regarding any item in this section? Yes No
If "Yes", please explain:

14. ELECTRICAL SYSTEM

(a) Type of Electrical System: Fuses Circuit Breakers How Many Amps? Unknown

(b) Are you aware of any knob and tube wiring in the home? Yes No

(c) Are you aware of any problems or repairs needed in the electrical system? Yes No
If "Yes", please explain:

15. OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):

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

(a) Electrical garage door opener: Yes No Number of transmitters
Are the transmitters in working order? Yes No Unknown
Keyless entry? Yes No Is this system in working order? Yes No Unknown

(b) Smoke detectors? Yes No Unknown How many?
Locations of detectors:

Other types of detectors? Yes No Unknown Identify other types of detectors if applicable and their location(s)

(c) Security alarm system? Yes No Is system owned? Yes No
Is system Leased? Yes No If system is leased please provide lease Information:

(d) Lawn sprinkler system? Yes No Number of sprinklers Automatic Timer? Yes No Is system in working order? Yes No

(e) Swimming pool? Yes No In ground? Yes No Out of ground? Yes No Other:
Pool heater? Yes No In working order? Yes No Pool Cover? Yes No List all pool equipment:

Spa/Hot Tub/ Whirlpool Tub/other similar equipment? Yes No Explain:
Are there covers available? Yes No Unknown

(f) Refrigerator? Yes No Range/Oven? Yes No Microwave? Yes No Convection Oven? Yes No
Dishwasher? Yes No Trash Compactor? Yes No Garbage Disposal? Yes No Freezer? Yes No
Are the items in section (f) in working order? Yes No If no please explain: Unknown

(g) Washer? Yes No Is this in working order? Yes No Dryer? Yes No Is this in working order? Yes No

(h) Intercom system? Yes No Is this in working order? Yes No

(i) Ceiling fans? Yes No Number of ceiling fans In working order? Yes No Location of ceiling fan(s)

(j) Awnings? Yes No Attic fan(s)? Yes No Exhaust fan(s)? Yes No Storage shed? Yes No Deck? Yes No
Any type of "invisible" animal fence? Yes No Satellite dish? Yes No
Describe any other equipment or appliances not listed above:

(k) Are any items in this section in need of repair or replacement? Yes No Unknown If YES please explain:

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16. LAND (SOILS, DRAINAGE AND BOUNDARIES)

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date(s) the repair(s) were attempted.

- (a) Are you aware of any fill or expansive soil on the Property?
(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the Property?

NOTE TO BUYER: THE PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIROMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 Technology Drive, California Technology Park, Coal Center, PA 15423. 800-922-1678 or 724-769-1100.

- (c) Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this Property?
(d) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area?
(e) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
(f) Do you know of encroachments, boundary line disputes, rights of way or easements?

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 the 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.

- (g) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?
(h) Do you have an existing survey of the Property?
(i) Does the Property abut a public road?
(j) Is the Property or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights?
(k) Has the property owner(s) attempted to secure mine subsidence insurance?
Has the property owner(s) obtained mine subsidence insurance?

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. Explain any "Yes" answers in this section:

17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date(s) the repair(s) were attempted.

- (a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)?
(b) Are you aware of any past or present hazardous substances present on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.?
(c) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
(d) Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
(e) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?
(f) Are you aware of any dumping on the Property?
(g) Are you aware of the presence of an environmental hazard or biohazard on your property or any adjacent property?
(h) Are you aware of any tests for radon gas that have been performed in any buildings on the Property?

Table with 4 columns: DATE, TYPE OF TEST, RESULTS (picocuries/liter or working levels), NAME OF TESTING SERVICE

- (i) Are you aware of any radon removal system on the Property?
(j) If Property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
(k) If Property was constructed, or if construction began before 1978, you must disclose any reports or records of lead-based paint or lead based paint hazards on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?
(l) Are you aware of testing on the Property for any other hazardous substances or environmental concerns?
(m) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Details:



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18. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)

(a) Type: Condominium [ ] Cooperative [ ] Homeowners Association [ ] Other [ ] If "Other", please explain:

Notice regarding Condominiums, Cooperatives and Homeowners Associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (Relating to resales of Units) and 68 Pa.C.S. §4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association. The Buyer will have the option of canceling the Agreement with return of all deposit moneys until the Certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate.

(b) Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability? [ ] Yes [ ] No [ ] Unknown
(c) Do you know of any condition or claim which may result in an increase in assessments or fees? [ ] Yes [ ] No [ ] Unknown
If your answer to (b) or (c) is "Yes", explain in detail:

19. MISCELLANEOUS

Explain any yes answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repairs and the date(s) the repair(s) were attempted.

(a) Are you aware of any existing or threatened legal action affecting the Property? [ ] Yes [ ] No [X] Unknown
(b) Do you know of any violations of Federal, State or local laws or regulations relating to this Property? [ ] Yes [ ] No [X] Unknown
(c) 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 that remain uncorrected? [ ] Yes [ ] No [X] Unknown
(d) Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan) or other debt against this Property that cannot be satisfied by the proceeds of this sale? [ ] Yes [ ] No [X] Unknown
(e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property? [ ] Yes [X] No [ ] Unknown
(f) Are you aware of any material defects to the Property, dwelling or fixtures which are not disclosed elsewhere on this form? [ ] Yes [X] No [ ] Unknown
A material defect is a problem with the Property or any portion of it that would have significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.
(g) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property? [ ] Yes [X] No [ ] Unknown
(h) Are you aware of any insurance claims filed relating to the Property? [ ] Yes [X] No [ ] Unknown
If "Yes," please explain:
(i) Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set back violations, zoning changes, road changes, pending municipal improvements, pending tax assessment appeals, etc.? [ ] Yes [X] No [ ] Unknown
If any answer in this section is "Yes", explain in detail

(j) Have you ever attempted to obtain insurance of any nature for the property and were Rejected? [ ] Yes [X] No
(k) Are you aware of a lease of the oil, gas or mineral rights being agreed to for this particular property? [ ] Yes [X] No [ ] Unknown
Are you aware of a lease of the oil, gas or mineral rights for adjacent properties? [ ] Yes [ ] No [X] Unknown
Explain any YES answers by including specific information concerning the lease agreement(s) as well as the lease terms:

(l) Are you aware if any drilling has occurred on this property? [ ] Yes [X] No
Are you aware if any drilling is planned for this property? [ ] Yes [X] No
Are you aware if any drilling has occurred or is planned to occur on nearby property? [ ] Yes [ ] No [X] Unknown
If the answer is YES to any of these items please explain:

(m) Are you aware of the transfer, sale and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?
1.Natural gas
2.Coal
3.Oil
4.Timber
5.Other minerals or rights such as hunting rights, quarrying rights or farming rights.
If so, please explain:
Buyer acknowledges their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer acknowledges they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination of unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds, and elsewhere. Buyer also expressly acknowledges the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases.
Please explain any "yes" answers in Section 19 above.

20. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association or cooperative the disclosure is to specifically refer to the Seller's Unit. Disclosures regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania and/or the Real Estate Cooperative Act as such Acts may be amended. Exceptions to the Seller Disclosure Law requirements include:

(a) Transfers that are the result of a court order;



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20. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW CONTINUED

- (b) Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default;
(c) Transfers from a co-owner to one or more other co-owners;
(d) Transfers made to a spouse or direct descendant;
(e) Transfers between spouses that result from divorce, legal separation, or property settlement;
(f) Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation;
(g) Transfers of a property to be demolished or converted to a non-residential use;
(h) Transfer of unimproved real property;
(i) Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust;
(j) Transfers of new construction that has never been occupied when:
(1) the buyer has received a one-year warranty covering the construction;
(2) the building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
(3) a certificate of occupancy or certificate of code compliance has been issued for the dwelling.

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as may be amended and is required to make disclosures in accordance with the provisions of the Law.

The undersigned Seller represents that the information set forth in this Disclosure Statement is accurate and complete to the best of the Seller's knowledge. The Seller hereby authorizes the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent and/or West Penn Multi-List, Inc. are not responsible for the information contained herein.

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER [Signature] DATE 2/28/18

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

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

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY

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

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

Please Indicate Capacity/Title of Person Signing Plus Include Documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third party sources and Buyer should satisfy himself or herself as to the condition of the Property.

\_\_\_\_\_ DATE \_\_\_\_\_

Please Indicate Capacity/Title of Person Signing Plus Include Documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_