

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY 109 Hillcrest Dr, Punxsutawney, PA 15767**

2 **SELLER Jennifer Hernan, David Szymanski**

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

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

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is **not a substitute for any**
14 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

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

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

34 COMMON LAW DUTY TO DISCLOSE

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

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 _____ DATE _____

43 Seller's Initials JH Date 8/18/25

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Buyer's Initials _____ Date _____



44 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 **1. SELLER'S EXPERTISE**

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?

51 Explain any "yes" answers in Section 1: _____
 52 _____

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

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) Occupancy
 55 1. When was the Property most recently occupied? 2024
 56 2. By how many people? 1
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____
 59 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? August 2011
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership: _____
 66 Small dog (11#)
 67 Explain Section 2 (if needed): _____
 68 _____

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

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

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) Type. Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community
 77 (C) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

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

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
 87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
 88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
 89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
 90 tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

- 92 (A) Installation
 93 1. When was or were the roof or roofs installed? Oct. 2015 New Roof
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?
 95 (B) Repair
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) Issues
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

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

103 Seller's Initials JH Date 8/18/25 SPD Page 2 of 11 Buyer's Initials _____ Date _____

104 **Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the**
105 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

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

109 **5. BASEMENTS AND CRAWL SPACES**

110 **(A) Sump Pump**

- 111 1. Does the Property have a sump pit? If "yes," how many? _____
112 2. Does the Property have a sump pump? If "yes," how many? _____
113 3. If it has a sump pump, has it ever run?
114 4. If it has a sump pump, is the sump pump in working order?

115 **(B) Water Infiltration**

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
117 ment or crawl space?
118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
119 basement or crawl space?
120 3. Are the downspouts or gutters connected to a public sewer system?

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

125 **6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

126 **(A) Status**

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

130 **(B) Treatment**

- 131 1. Is the Property currently under contract by a licensed pest control company?
132 2. Are you aware of any termite/pest control reports or treatments for the Property?

133 **Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:** _____
134 _____
135 _____

136 **7. STRUCTURAL ITEMS**

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

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

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

143 **(D) Stucco and Exterior Synthetic Finishing Systems**

- 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
146 2. If "yes," indicate type(s) and location(s) _____
147 3. If "yes," provide date(s) installed _____

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

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

150 **Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,**
151 **the name of the person or company who did the repairs and the date the work was done:** _____
152 Small stains on upstairs carpet

153 **8. ADDITIONS/ALTERATIONS**

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

Addition, structural change or alteration (continued on following page)		Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

162 **Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the**
 163 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

164				
165				
166	Addition, structural change or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
167				
168				
169				
170				
171				
172				

173 ☐ A sheet describing other additions and alterations is attached.

174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 175 codes? If "yes," explain: _____

	Yes	No	Unk	N/A
B				

176 **Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and
 177 altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work
 178 and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to up-
 179 grade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine
 180 if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous
 181 owners without a permit or approval.

182 **Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for
 183 drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-per-
 184 vious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan
 185 to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your
 186 ability to make future changes.

187 9. WATER SUPPLY

188 (A) **Source.** Is the source of your drinking water (check all that apply):

- 189 1. Public
- 190 2. A well on the Property
- 191 3. Community water
- 192 4. A holding tank
- 193 5. A cistern
- 194 6. A spring
- 195 7. Other _____
- 196 8. If no water service, explain: _____

197 (B) **General**

- 198 1. When was the water supply last tested? _____
 199 Test results: _____
- 200 2. Is the water system shared?
- 201 3. If "yes," is there a written agreement?
- 202 4. Do you have a softener, filter or other conditioning system?
- 203 5. Is the softener, filter or other treatment system leased? From whom? _____
- 204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"
 205 explain: _____

206 (C) **Bypass Valve** (for properties with multiple sources of water)

- 207 1. Does your water source have a bypass valve?
- 208 2. If "yes," is the bypass valve working?

209 (D) **Well**

- 210 1. Has your well ever run dry?
- 211 2. Depth of well _____
- 212 3. Gallons per minute: _____, measured on (date) _____
- 213 4. Is there a well that is used for something other than the primary source of drinking water?
 214 If "yes," explain _____
- 215 5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1	X			
A2				
A3				
A4				
A5				
A6				
A7				
B1			X	
B2		X		
B3				X
B4		X		
B5				X
B6				X
C1				X
C2				
D1				X
D2				
D3				
D4				
D5				

216 Seller's Initials JH Date 8/18/25

Buyer's Initials _____ Date _____

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218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) **Issues**

220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply,
221 pumping system and related items?

222 2. Have you ever had a problem with your water supply?

223 **Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:** _____
224
225

	Yes	No	Unk	N/A
E1		X		
E2		X		

226 **10. SEWAGE SYSTEM**

227 (A) **General**

228 1. Is the Property served by a sewage system (public, private or community)?

229 2. If "no," is it due to unavailability or permit limitations?

230 3. When was the sewage system installed (or date of connection, if public)? _____

231 4. Name of current service provider, if any: _____

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

233 1. Public

234 2. Community (non-public)

235 3. An individual on-lot sewage disposal system

236 4. Other, explain: _____

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

238 1. Is your sewage system within 100 feet of a well?

239 2. Is your sewage system subject to a ten-acre permit exemption?

240 3. Does your sewage system include a holding tank?

241 4. Does your sewage system include a septic tank?

242 5. Does your sewage system include a drainfield?

243 6. Does your sewage system include a sandmound?

244 7. Does your sewage system include a cesspool?

245 8. Is your sewage system shared?

246 9. Is your sewage system any other type? Explain: _____

247 10. Is your sewage system supported by a backup or alternate system?

248 (D) **Tanks and Service**

249 1. Are there any metal/steel septic tanks on the Property?

250 2. Are there any cement/concrete septic tanks on the Property?

251 3. Are there any fiberglass septic tanks on the Property?

252 4. Are there any other types of septic tanks on the Property? Explain _____

253 5. Where are the septic tanks located? _____

254 6. When were the tanks last pumped and by whom? _____

255 _____

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

257 1. Are you aware of any abandoned septic systems or cesspools on the Property?

258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

259 (F) **Sewage Pumps**

260 1. Are there any sewage pumps located on the Property?

261 2. If "yes," where are they located? _____

262 3. What type(s) of pump(s)? _____

263 4. Are pump(s) in working order?

264 5. Who is responsible for maintenance of sewage pumps? _____

265 _____

266 (G) **Issues**

267 1. How often is the on-lot sewage disposal system serviced? _____

268 2. When was the on-lot sewage disposal system last serviced and by whom? _____

269 _____

270 3. Is any waste water piping not connected to the septic/sewer system?

271 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage

272 system and related items?

273 _____

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

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Buyer's Initials _____ Date _____

275 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 276 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
 278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
 279 _____

280 11. PLUMBING SYSTEM

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

- 282 1. Copper
 283 2. Galvanized
 284 3. Lead
 285 4. PVC
 286 5. Polybutylene pipe (PB)
 287 6. Cross-linked polyethylene (PEX)
 288 7. Other _____

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
 291 If "yes," explain: _____
 292 _____

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

293 12. DOMESTIC WATER HEATING

294 (A) **Type(s).** Is your water heating (check all that apply):

- 295 1. Electric
 296 2. Natural gas
 297 3. Fuel oil
 298 4. Propane
 299 If "yes," is the tank owned by Seller?
 300 5. Solar
 301 If "yes," is the system owned by Seller?
 302 6. Geothermal
 303 7. Other _____

304 (B) **System(s)**

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

309 (C) Are you aware of any problems with any water heater or related equipment?
 310 If "yes," explain: _____
 311 _____

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

312 13. HEATING SYSTEM

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

- 314 1. Electric
 315 2. Natural gas
 316 3. Fuel oil
 317 4. Propane
 318 If "yes," is the tank owned by Seller?
 319 5. Geothermal
 320 6. Coal
 321 7. Wood
 322 8. Solar shingles or panels
 323 If "yes," is the system owned by Seller?
 324 9. Other: _____

325 (B) **System Type(s)** (check all that apply):

- 326 1. Forced hot air
 327 2. Hot water
 328 3. Heat pump
 329 4. Electric baseboard
 330 5. Steam
 331 6. Radiant flooring
 332 7. Radiant ceiling

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

334 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 335 **Property.** Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

- 336 8. Pellet stove(s)
 337 How many and location? _____
 338 9. Wood stove(s)
 339 How many and location? _____
 340 10. Coal stove(s)
 341 How many and location? _____
 342 11. Wall-mounted split system(s)
 343 How many and location? _____
 344 12. Other: _____
 345 13. If multiple systems, provide locations _____
 346 _____

347 **(C) Status**

- 348 1. Are there any areas of the house that are not heated?
 349 If "yes," explain: _____
 350 2. How many heating zones are in the Property? _____
 351 3. When was each heating system(s) or zone installed? _____
 352 4. When was the heating system(s) last serviced? _____
 353 5. Is there an additional and/or backup heating system? If "yes," explain: _____
 354 _____
 355 6. Is any part of the heating system subject to a lease, financing or other agreement?
 356 If "yes," explain: _____

357 **(D) Fireplaces and Chimneys**

- 358 1. Are there any fireplaces? How many? 1
 359 2. Are all fireplaces working?
 360 3. Fireplace types (wood, gas, electric, etc.): Wood, Gas
 361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?
 362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?
 363 6. How many chimneys? 1
 364 7. When were they last cleaned? _____
 365 8. Are the chimneys working? If "no," explain: _____

366 **(E) Fuel Tanks**

- 367 1. Are you aware of any heating fuel tank(s) on the Property?
 368 2. Location(s), including underground tank(s): _____
 369 3. If you do not own the tank(s), explain: _____

370 **(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"**
 371 **explain:** _____

372 **14. AIR CONDITIONING SYSTEM**

373 **(A) Type(s).** Is the air conditioning (check all that apply):

- 374 1. Central air
 375 a. How many air conditioning zones are in the Property? _____
 376 b. When was each system or zone installed? _____
 377 c. When was each system last serviced? _____
 378 2. Wall units
 379 How many and the location? _____
 380 3. Window units
 381 How many? _____
 382 4. Wall-mounted split units
 383 How many and the location? _____
 384 5. Other _____
 385 6. None

386 **(B) Are there any areas of the house that are not air conditioned?**

387 If "yes," explain: Finished basement, Garage

388 **(C) Are you aware of any problems with any item in Section 14? If "yes," explain:** _____
 389 _____

	Yes	No	Unk	N/A
B8		X		
B9		X		
B10		X		
B11		X		
B12		X		
B13				X
C1		X		
C2			X	
C3			X	
C4			X	
C5		X		
C6		X		
D1	X			
D2	X			
D3				
D4	X			
D5	X			
D6				
D7			X	
D8	X			
E1		X		
E2				X
E3				X
F		X		
A1	X			
1a			X	
1b			X	
1c			X	
A2		X		
A3		X		
A4		X		
A5		X		
A6				
B				
C		X		

391 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 **15. ELECTRICAL SYSTEM**

394 **(A) Type(s)**

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

401 **(B) What is the system amperage?** _____

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

403 **(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:** _____
 404 _____

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

405 **16. OTHER EQUIPMENT AND APPLIANCES**

406 **(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

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

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

431 **(C) Explain any "yes" answers in Section 16:** _____
 432 _____

433 **17. POOLS, SPAS AND HOT TUBS**

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

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

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

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

447 **(C) Explain any problems in Section 17:** Pool liner damaged over winter. 24/25
 448 _____

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

449 Seller's Initials JH

Date 8/18/25

SPD Page 8 of 11

Buyer's Initials _____

Date _____

450 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 **18. WINDOWS**

453 (A) Have any windows or skylights been replaced during your ownership of the Property?

	Yes	No	Unk	N/A
A		X		
B		X		

454 (B) Are you aware of any problems with the windows or skylights?

455 Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or
456 remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____
457

458 **19. LAND/SOILS**

459 (A) **Property**

460 1. Are you aware of any fill or expansive soil on the Property?

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
462 stability problems that have occurred on or affect the Property?

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
464 spread on the Property?

465 4. Have you received written notice of sewage sludge being spread on an adjacent property?

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
467 the Property?

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

468 *Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence*
469 *damage may occur and further information on mine subsidence insurance are available through Department of Environmental*
470 *Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-cpmsi@pa.gov.*

471 (B) **Preferential Assessment and Development Rights**

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
473 opment rights under the:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)

475 2. Open Space Act - 16 P.S. §11941, et seq.

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)

477 4. Any other law/program: _____

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

478 *Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under*
479 *which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any*
480 *agricultural operations covered by the Act operate in the vicinity of the Property.*

481 (C) **Property Rights**

482 Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a
483 previous owner of the Property):

484 1. Timber

485 2. Coal

486 3. Oil

487 4. Natural gas

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
489 _____

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

490 *Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means,*
491 *engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of*
492 *the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject*
493 *to terms of those leases.*

494 Explain any "yes" answers in Section 19: _____
495

496 **20. FLOODING, DRAINAGE AND BOUNDARIES**

497 (A) **Flooding/Drainage**

498 1. Is any part of this Property located in a wetlands area?

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?

500 3. Do you maintain flood insurance on this Property?

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?

502 5. Are you aware of any drainage or flooding mitigation on the Property?

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
505 pipe or other feature?

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
507 storm water for the Property?

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

508 Seller's Initials GH

Date 8/18/25

SPD Page 9 of 11

Buyer's Initials _____

Date _____

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

(B) Boundaries

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

	Yes	No	Unk	N/A
B1		X		
B2	X			
B3				
3a				
3b				
B4		X		

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

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

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

	Yes	No	Unk	N/A
A1		X		
A2		X		

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

- Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
- If "yes," provide test date and results
- Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1		X		
B2				
B3		X		

(C) Lead Paint

If the Property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

- Are you aware of any 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?

	Yes	No	Unk	N/A
C1		X		
C2		X		

(D) Tanks

- Are you aware of any existing underground tanks?
- Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		X		
D2		X		

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

If "yes," location:

	Yes	No	Unk	N/A
E		X		

(F) Other

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

	Yes	No	Unk	N/A
F1		X		
F2		X		
F3				X
F4		X		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

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

	Yes	No	Unk	N/A
A1	X			
A2		X		

568 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to the
 569 **Property.** Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

	Yes	No	Unk	N/A
A3		X		
B1		X		
B2		X		
B3	X			
C1		X		
C2		X		
D1		X		

573 (B) **Financial**

574 1. Are you aware of any public improvement, condominium or homeowner association assessments
 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
 576 fire ordinances or other use restriction ordinances that remain uncorrected?

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
 579 this sale?

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) **Legal** Pool liner

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
 583 erty?

584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) **Additional Material Defects**

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
 587 closed elsewhere on this form?

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

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

595 Explain any "yes" answers in Section 22: _____
 596 _____

597 **23. ATTACHMENTS**

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

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

600 ☐ _____

601 ☐ _____

602 ☐ _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
 604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
 605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
 606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
 607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Jennip Human DATE 8/18/25
 609 SELLER _____ DATE _____
 610 SELLER _____ DATE _____
 611 SELLER _____ DATE _____
 612 SELLER _____ DATE _____
 613 SELLER _____ DATE _____

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

**AMENDMENT TO PROTECTIVE COVENANTS OF
HILLCREST ESTATES
YOUNG TOWNSHIP, JEFFERSON COUNTY, PENNSYLVANIA**

THIS AMENDMENT is made to the Protective Covenants of the Hillcrest Estates, Young Township, Jefferson County, Pennsylvania, executed as of August 31st, 1977, and recorded September 13th, 1977, in Jefferson County Deed Book Volume 443, page 385.

PART A

Part A of the aforesaid Protective Covenants is amended to include All those certain pieces, parcels or tracts of land lying and being in Young Township, Jefferson County, Pennsylvania, and more particularly described in the Deed dated August 11st, 1978, from the Punxsutawney Country Club to James R. Doverspike and Carl D. Doverspike, co-partners, t/d/b/a J. C. Enterprises and recorded in the Recorder's Office of Jefferson County in Deed Book Volume 450, page 1128; and also to include those premises situate, lying and being in Young Township, Jefferson County, Pennsylvania, more particularly described in the Deed dated September 19th, 1978, from Henrietta Hill and Pauline Lucas, Co-Administratrices of the Estate of Julius Krizer, a/k/a Julius Kreizer, a/k/a Julius Krizer, to James R. Doverspike and Carl D. Doverspike, co-partners, t/d/b/a J. C. Enterprises, and recorded in the Recorder's Office of Jefferson County in Deed Book Volume 452, page 554.

PART B

RESIDENTIAL AREA COVENANTS

Section C-1 LAND USE AND BUILDING TYPE is hereby amended to read as follows: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height, except as hereinafter provided. Under no circumstances shall any dwelling be used as a duplex or apartment type living quarters except as hereinafter provided. No trailer, mobile home, modular home, tent, shack,

shed, barn, or other out-buildings of any kind, except a cabana accompanying a swimming pool and enclosed within the immediate pool area, and except that a permanent detached building of a construction equal or similar to the structure of the primary residence shall be permitted. Two story apartment houses or townhouse complexes shall be permitted within the Hillcrest Estates development at specific sites to be approved by James R. Doverspike or Carl D. Doverspike, their successors or assigns, and designated agents.

In all other respects the original Protective Covenants as hereinbefore recited shall remain in full force and effect.

IN WITNESS WHEREOF, James R. Doverspike and Carl D. Doverspike, intending to be legally bound have hereunto set their hands and seals this 24th day of October, 1978.

WITNESSED BY:

J. C. ENTERPRISES

Michael Spitz
Michael Spitz

By:

James R. Doverspike
James R. Doverspike
Carl D. Doverspike
Carl D. Doverspike

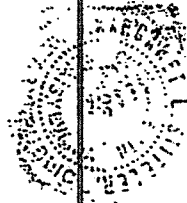
COMMONWEALTH OF PENNSYLVANIA

ss:

COUNTY OF JEFFERSON

On the 9th day of November, 1978, Before me, the undersigned officer, personally appeared JAMES R. DOVERSPIKE and CARL D. DOVERSPIKE known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

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



Margaret L. Stetler
Notary Public
MARGARET L. STETLER
PENNSYLVANIA
My Commission Expires Feb. 3, 1981

HILLCREST ESTATES
YOUNG TOWNSHIP, JEFFERSON COUNTY, PENNSYLVANIA
PROTECTIVE COVENANTS

PART A

The foregoing Protective Covenants are made the 3rd day of August, 1977, by James R. Doverspike and Carl D. Doverspike, co-partners, t/d/b/a J. C. ENTERPRISES, with their partnership office at Box 90, Ringgold, Pennsylvania 15770, being the owners of ALL that certain, piece, parcel and tract of land situate, lying and being in Young Township, Jefferson County, Pennsylvania, more particularly described in the Deed from Doverspike Bros., Inc. and Doverspike Bros. Coal Co., to James R. Doverspike and Carl D. Doverspike, co-partners, t/d/b/a J. C. Enterprises by Deed dated May 15th, 1973, recorded in the Recorder's Office of Jefferson County in Deed Book Volume 427, page 1047 and being referenced on Exhibit A of the aforesaid Deed as the Joseph C. and Emogene Defelice premises, and also being the same premises conveyed to Doverspike Brothers, Inc. from Joseph C. Defelice and Emogene Defelice by Deed dated March 20th, 1973, and recorded in the Recorder's Office of Jefferson County in Deed Book Volume 414, page 196. The said James R. Doverspike and Carl D. Doverspike t/d/b/a J. C. Enterprises are subdividing a part of the hereinbefore described premises for residential purposes, said subdivision to be known as HILLCREST ESTATES and a plan of the subdivision to be recorded in the Recorder's Office of Jefferson County.

The purpose of the Protective Covenants herein is to provide for the sound development of a proposed residential area by the establishment and maintenance of regulation of the type, size and placement of buildings, lot sizes, reservation of easements and prohibition of nuisances and other land uses which might affect the desirability of the residential area. Such covenants shall constitute covenants running with the land as subdivided by law, and shall be binding on all present and future owners of any part of the subdivision, and all persons claiming thereunder and for the benefit and protection of the property in the subdivision and as a part of the consideration for each conveyance of a part of the subdivision.

PART B
RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than two cars, such garage must be erected as a part of the dwelling house on the lot. Under no circumstances shall any dwelling be used as a duplex or apartment type living quarters. No trailer, mobile home, modular home, tent, shack, shed, barn, or other out-buildings of any kind, except a cabana accompanying a swimming pool and enclosed within the immediate pool area, shall be erected on the lot nor shall any structure of a temporary character be used as a residence; provided however, that two story apartment houses or townhouse-type complexes shall be permitted on those lots within the plan which are contiguous to either side of Hillcrest Drive and Hickory Road for their entire length.

C-2 ARCHITECTURAL CONTROL

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by James R. Doverspike or Carl D. Doverspike, or their designated agents, as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

C-3 DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot with a floor area less than 1800 square feet, exclusive of porch areas.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer than fifty (50) feet from the street right-of-way and nearer than fifteen (15) to any interior lot line. Exceptions may be approved by the developers if the topography and size and shape of the lot warrants such exception.

C-5 EASEMENTS

Easements for the installation and maintenance of utilities and drainage facilities shall be reserved on each deed. Within these easements, no structure, planting (other than grass) or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-6 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

C-7 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

C-8 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales.

C-9 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Dogs and cats must be restricted to their home lots.

C-10 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

C-11 SUBDIVISION

No lot shall be subdivided for the erection of other dwellings or other buildings.

C-12 PROTECTIVE SCREENING - SIGHT LINES AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-13 TIME FOR CONSTRUCTION OF BUILDING

The time for construction of any building, measured from the first day of construction until completion of the building, driveway and landscaping is limited to one year. A building shall be deemed to be completed when it is ready for occupancy.

C-14 DRIVEWAYS

Each lot must have a driveway to the garage area and such driveway shall be finished with stone, cement or blacktop. The restrictions as to construction time contained in this instrument apply also to the completion of driveways.

PART D

GENERAL PROVISIONS

D-1 TERM

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date of this instrument after which time said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to enlarge, restrict or alter the restrictions in whole or in part.

D-2 ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

D-3 SEVERABILITY

Invalidity of any one of these Covenants by judgment or Court order shall in no wise affect any of the other provisions which remain in full force and effect.

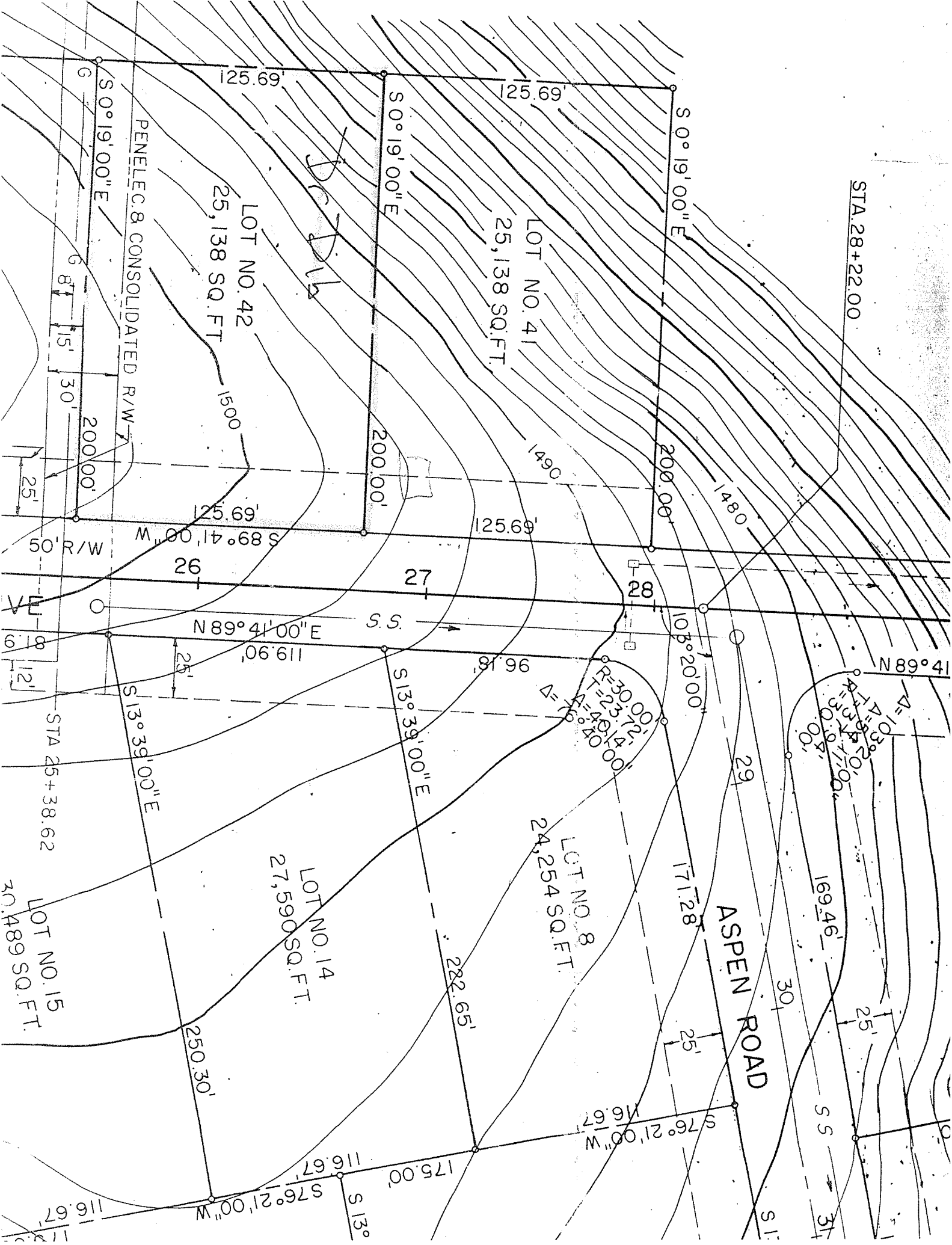
IN WITNESS WHEREOF James R. Doverspike and Carl D. Doverspike, intending to be legally bound have hereunto set their hands and seals this 7th day of December, 1977.

J. C. ENTERPRISES

BY:

James R. Doverspike
James R. Doverspike

Carl D. Doverspike
Carl D. Doverspike



STA. 28+22.00

ASPEN ROAD

LOT NO. 41
25,138 SQ. FT.

LOT NO. 42
25,138 SQ. FT.

LOT NO. 8
24,254 SQ. FT.

LOT NO. 14
27,590 SQ. FT.

LOT NO. 15
30,489 SQ. FT.

PENELEC. & CONSOLIDATED R/W

S 0° 19' 00" E

S 0° 19' 00" E

S 0° 19' 00" E

N 89° 41' 00" E

N 89° 41'

S 13° 39' 00" E

S 13° 39' 00" E

S 76° 21' 00" W

S 76° 21' 00" W

S 13°

125.69'

125.69'

125.69'

91.96'

171.28'

169.46'

250.30'

282.65'

175.00'

116.67'

116.67'

26

27

28

29

S 89° 41' 00" E

105° 20' 00"

STA. 25+38.62

50' R/W

12'

8'

25'

200.00'

30'

15'

8'

6'