

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 1114 Session of
2001

INTRODUCED BY SAYLOR, BUNT, R. MILLER, BASTIAN, ARMSTRONG,
DALEY, M. BAKER, CALTAGIRONE, CAPPABIANCA, M. COHEN,
CREIGHTON, FAIRCHILD, FREEMAN, HORSEY, KENNEY, MACKERETH,
McCALL, MELIO, S. MILLER, PISTELLA, RAYMOND, RUBLEY, SATHER,
B. SMITH, SOLOBAY, STEELMAN, STERN, TIGUE, WALKO, C. WILLIAMS
AND YOUNGBLOOD, MARCH 21, 2001

REFERRED TO COMMITTEE ON AGRICULTURE AND RURAL AFFAIRS,
MARCH 21, 2001

AN ACT

1 Amending the act of July 2, 1996 (P.L.500, No.84), entitled "An
2 act providing for a real estate transfer disclosure
3 statement," further providing for the disclosure form.

4 The General Assembly of the Commonwealth of Pennsylvania
5 hereby enacts as follows:

6 Section 1. Section 5 of the act of July 2, 1996 (P.L.500,
7 No.84), known as the Real Estate Seller Disclosure Act, is
8 amended to read:

9 Section 5. Disclosure form.

10 The disclosures required by this act pertaining to the
11 property proposed to be transferred are set forth in and shall
12 be made on a form that is substantially similar to the following
13 disclosure form. Nothing in this act shall preclude a seller
14 from including in this form additional provisions which require
15 greater specificity or which call for the disclosure of the
16 condition or existence of other features of the property.

1 SELLER'S PROPERTY DISCLOSURE STATEMENT

2 Property address:
3
4 Seller:

5 A seller must disclose to a buyer all known material
6 defects about property being sold that are not readily
7 observable. This disclosure statement is designed to
8 assist the seller in complying with disclosure
9 requirements and to assist the buyer in evaluating the
10 property being considered.

11 This statement discloses the seller's knowledge of
12 the condition of the property as of the date signed by
13 the seller and is not a substitute for any inspections or
14 warranties that the buyer may wish to obtain. This
15 statement is not a warranty of any kind by the seller or
16 a warranty or representation by any listing real estate
17 broker, any selling real estate broker or their agents.
18 The buyer is encouraged to address concerns about the
19 conditions of the property that may not be included in
20 this statement. This statement does not relieve the
21 seller of the obligation to disclose a material defect
22 that may not be addressed on this form.

23 A material defect is a problem with the property
24 or any portion of it that would have a significant
25 adverse impact on the value of the residential real
26 property or that involves an unreasonable risk to
27 people on the land.

28 (1) Seller's expertise. The seller does not possess
29 expertise in contracting, engineering, architecture
30 or other areas related to the construction and

1 conditions of the property and its improvements,
2 except as follows:
3 (2) Occupancy. Do you, the seller, currently occupy
4 this property? yes no
5 If "no," when did you last occupy the property?
6 (3) Roof.
7 (i) Date roof was installed:
8 Documented? yes no unknown
9 (ii) Has the roof been replaced or repaired during
10 your ownership? yes no
11 If "yes," were the existing shingles removed?
12 yes no unknown
13 (iii) Has the roof ever leaked during your
14 ownership? yes no
15 (iv) Do you know of any problems with the roof,
16 gutters or downspouts? yes no
17 Explain any "yes" answers that you give in this section:
18
19
20 (4) Basements and crawl spaces (Complete only if
21 applicable).
22 (i) Does the property have a sump pump?
23 yes no unknown
24 (ii) Are you aware of any water leakage,
25 accumulation or dampness within the basement or
26 crawl space? yes no
27 If "yes," describe in detail:
28
29 (iii) Do you know of any repairs or other attempts
30 to control any water or dampness problem in the

1 basement or crawl space? yes no
2 If "yes," describe the location, extent, date
3 and name of the person who did the repair or
4 control effort:
5

6 (5) Termites/wood destroying insects, dry rot, pests.

7 (i) Are you aware of any termites/wood destroying
8 insects, dry rot or pests affecting the
9 property? yes no

10 (ii) Are you aware of any damage to the property
11 caused by termites/wood destroying insects, dry
12 rot or pests? yes no

13 (iii) Is your property currently under contract by
14 a licensed pest control company?
15 yes no

16 (iv) Are you aware of any termite/pest control
17 reports or treatments for the property in the
18 last five years? yes no

19 Explain any "yes" answers that you give in this section:

20
21

22 (6) Structural items.

23 (i) Are you aware of any past or present water
24 leakage in the house or other structures?
25 yes no

26 (ii) Are you aware of any past or present movement,
27 shifting, deterioration or other problems with
28 walls, foundations or other structural
29 components? yes no

30 (iii) Are you aware of any past or present problems

1 with driveways, walkways, patios or retaining
2 walls on the property? yes no
3 Explain any "yes" answers that you give in this section.
4 When explaining efforts to control or repair, please
5 describe the location and extent of the problem and the
6 date and person by whom the work was done, if known:
7
8
9 (7) Additions/remodeling. Have you made any additions,
10 structural changes or other alterations to the
11 property? yes no
12 If "yes," please describe:
13
14 (8) Water and sewage.
15 (i) What is the source of your drinking water?
16 public community system
17 well on property other
18 If "other," please explain:
19
20 (ii) If your drinking water source is not public:
21 when was your water last tested?
22 what was the result of the test?
23 Is the pumping system in working order?
24 yes no
25 If "no," please explain:
26
27 (iii) Do you have a softener, filter or other
28 purification system? yes no
29 If "yes," is the system: leased owned
30 (iv) What is the type of sewage system?

1 public sewer private sewer
2 septic tank cesspool other
3 If "other," please explain:
4
5 (v) Is there a sewage pump? yes no
6 If "yes," is it in working order?
7 yes no
8 (vi) When was the septic system or cesspool last
9 serviced?
10 (vii) Is either the water or sewage system shared?
11 yes no
12 If "yes," please explain:
13
14 (viii) Are you aware of any leaks, backups or other
15 problems relating to any of the plumbing, water
16 and sewage-related items? yes no
17 If "yes," please explain:
18
19 (9) Plumbing system.
20 (i) Type of plumbing: copper galvanized
21 lead PVC unknown other
22 If "other," please explain:
23
24 (ii) Are you aware of any problems with any of your
25 plumbing fixtures (including, but not limited
26 to: kitchen, laundry or bathroom fixtures, wet
27 bars, hot water heater, etc.)?
28 yes no
29 If "yes," please explain:
30

1 (10) Heating and air conditioning.

2 (i) Type of air conditioning: central electric

3 central gas wall none

4 Number of window units included in sale:

5 Location:

6

7 (ii) List any areas of the house that are not air

8 conditioned:

9

10 (iii) Type of heating: electric

11 fuel oil natural gas other

12 If "other," please explain:

13

14 (iv) List any areas of the house that are not

15 heated:

16 (v) Type of water heating: electric gas

17 solar other

18 If "other," please explain:

19

20 (vi) Are you aware of any underground fuel tanks on

21 the property? yes no

22 If "yes," please describe:

23

24 Are you aware of any problems with any item in this

25 section? yes no

26 If "yes," please explain:

27

28 (11) Electrical system. Are you aware of any problems

29 or repairs needed in the electrical system?

30 yes no

1 If "yes," please explain:

2

3 (12) Other equipment and appliances included in sale

4 (complete only if applicable).

5 (i) Electric garage door opener

6 Number of transmitters

7 (ii) Smoke detectors How many?

8 Location:

9

10 (iii) Security alarm system

11 owned leased

12 Lease information:

13

14 (iv) Lawn sprinkler

15 Number Automatic timer

16 (v) Swimming pool Pool heater

17 Spa/hot tub

18 List all pool/spa equipment:

19

20 (vi) Refrigerator Range

21 Microwave oven Dishwasher

22 Trash compactor Garbage disposal

23 (vii) Washer Dryer

24 (viii) Intercom

25 (ix) Ceiling fans Number

26 Location:

27 (x) Other:

28 Are any items in this section in need of repair or

29 replacement? yes no unknown

30 If "yes," please explain:

.....

(13) Land (soils, drainage and boundaries).

(i) Are you aware of any fill or expansive soil on
the property? yes no

(ii) Are you aware of any sliding, settling, earth
movement, upheaval, subsidence or earth stability
problems that have occurred on or that affect the
property? yes no

NOTE TO BUYER: Your property may be subject to mine
subsidence damage. Maps of the counties and mines where
mine subsidence damage may occur and mine subsidence
insurance are available through:

Department of Environmental Protection
Mine Subsidence Insurance Fund
3913 Washington Road
McMurray, PA 15317
412-941-7100

(iii) Are you aware of any existing or proposed
mining, strip mining or any other excavations
that might affect this property?
..... yes no

(iv) To your knowledge, is this property or part of
it located in a flood zone or wetlands area?
..... yes no

(v) Do you know of any past or present drainage or
flooding problems affecting the property?
..... yes no

(vi) Do you know of any encroachments, boundary
line disputes or easements? yes no

NOTE TO BUYER: Most properties have easements

1 running across them for utility services and
2 other reasons. In many cases, the easements do
3 not restrict the ordinary use of the property,
4 and the seller may not be readily aware of them.
5 Buyers may wish to determine the existence of
6 easements and restrictions by examining the
7 property and ordering an abstract of title or
8 searching the records in the Office of the
9 Recorder of Deeds for the county before entering
10 into an agreement of sale.

11 (vii) Are you aware of any shared or common areas
12 (for example, driveways, bridges, docks, walls,
13 etc.) or maintenance agreements?

14 yes no

15 Explain any "yes" answers that you give in this section:

16

17

18 (viii) To your knowledge, is this property located
19 in an agricultural security area, an area zoned
20 agricultural or in a geographic area where agriculture
21 has traditionally been present? yesno

22 NOTE TO BUYER: Since it is the declared policy of the
23 Commonwealth to conserve and protect its agricultural
24 land to encourage the development and improvement of its
25 agricultural operations for the production of food and
26 other agricultural products, this land is subjected to
27 the provisions of Pennsylvania Right to Farm Act (RTF).
28 The RTF helps to protect agricultural operations from
29 neighbors who want to challenge the way the agricultural
30 operations have operated. The Pennsylvania Right to Farm

1 Law provides a Defense to Nuisance Actions for
2 agricultural operations that are substantially unchanged,
3 altered, or expanded if:

4 (1) the agricultural operation has been
5 operating lawfully without a complaint for one year
6 or more prior to the time when the operation is
7 claimed to be a nuisance; or

8 (2) the agricultural operation has adopted and
9 is operating in compliance with an approved nutrient
10 management plan.

11 Pennsylvania's Right to Farm Law does not prohibit
12 nuisance suits where the agricultural operation's
13 activity threatens the health or safety or welfare or the
14 authority of a municipality to enforce State law.

15 (14) Hazardous substances.

16 (i) Are you aware of any underground tanks or
17 hazardous substances present on the property
18 (structure or soil), including, but not limited
19 to, asbestos, polychlorinated biphenyls (PCBs),
20 radon, lead paint, urea-formaldehyde foam
21 insulation (UFFI), etc.? yes no

22 (ii) To your knowledge, has the property been tested
23 for any hazardous substances? yes no

24 (iii) Do you know of any other environmental
25 concerns that might impact upon the property?
26 yes no

27 Explain any "yes" answers that you give in this section:
28
29

30 (15) Condominiums and other homeowners associations

(complete only if applicable).

Type: condominium cooperative

..... homeowners association other

If "other," please explain:

.....

NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES:

According to section 3407 of the Uniform Condominium Act (68 Pa.C.S. § 3407 (relating to resales of units) and 68 Pa.C.S. § 4409 (relating to resales of cooperative interests), a buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. 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.

(16) Miscellaneous.

(i) Are you aware of any existing or threatened legal action affecting the property?

..... yes no

(ii) Do you know of any violations of Federal, State or local laws or regulations relating to this property? yes no

(iii) 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

(iv) Are you aware of any judgment, encumbrance,

1 lien (for example, comaker or equity loan) or
2 other debt against this property that cannot be
3 satisfied by the proceeds of this sale?

4 yes no

5 (v) Are you aware of any reason, including a defect
6 in title, that would prevent you from giving a
7 warranty deed or conveying title to the property?

8 yes no

9 (vi) Are you aware of any material defects to the
10 property, dwelling or fixtures which are not
11 disclosed elsewhere on this form?

12 yes no

13 A material defect is a problem with the property
14 or any portion of it that would have a significant
15 adverse impact on the value of the residential
16 real property or that involves an unreasonable risk
17 to people on the land.

18 Explain any "yes" answers that you give in
19 this section:

20

21

22 The undersigned seller represents that the
23 information set forth in this disclosure statement is
24 accurate and complete to the best of the seller's
25 knowledge. The seller hereby authorizes any agent for the
26 seller to provide this information to prospective buyers
27 of the property and to other real estate agents. The
28 seller alone is responsible for the accuracy of the
29 information contained in this statement. The seller shall
30 cause the buyer to be notified in writing of any

1 information supplied on this form which is rendered
2 inaccurate by a change in the condition of the property
3 following the completion of this form.

4 SELLER DATE

5 SELLER DATE

6 SELLER DATE

7

8 EXECUTOR, ADMINISTRATOR, TRUSTEE

9 The undersigned has never occupied the property and
10 lacks the personal knowledge necessary to complete this
11 disclosure statement.

12

13

14 DATE

15

16

17 RECEIPT AND ACKNOWLEDGMENT BY BUYER

18 The undersigned buyer acknowledges receipt of this
19 disclosure statement. The buyer acknowledges that this
20 statement is not a warranty and that, unless stated
21 otherwise in the sales contract, the buyer is purchasing
22 this property in its present condition. It is the buyer's
23 responsibility to satisfy himself or herself as to the
24 condition of the property. The buyer may request that
25 the property be inspected, at the buyer's expense and by
26 qualified professionals, to determine the condition of
27 the structure or its components.

28 BUYER DATE

29 BUYER DATE

30 BUYER DATE

1 Section 2. This act shall take effect in 60 days.