



INSTRUCTIONS –  
NEW JERSEY REALTORS®  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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1 Effective August 1, 2024, the New Jersey Real Estate Consumer Protection Enhancement Act, PL.2024,c32, requires sellers of  
2 residential property located in New Jersey to complete and sign a property condition disclosure statement as promulgated by the  
3 New Jersey Division of Consumer Affairs pursuant to N.J.A.C. 13:45A-29.1. This requires all sellers of residential real estate to  
4 provide the property condition disclosure statement to a prospective buyer before the prospective buyer becomes obligated under  
5 any contract for the purchase of the property.

6  
7 Additionally, the New Jersey Law of Flood Risk Notification, PL.2023,c93, requires sellers of all real property located in New  
8 Jersey to make certain supplemental disclosures concerning flood risks on the "Flood Risk Addendum" incorporated within the  
9 property condition disclosure statement. As a result of these two laws:

- 10 • All sellers of **residential property** must complete Questions 1-108 on the property condition disclosure statement; and
- 11 • All sellers of **residential and non-residential (i.e. commercial)**, must complete the Flood Risk Addendum, Questions  
12 109-117, on the property condition disclosure statement.

13  
14 Moreover, regarding the property condition disclosure statement, the New Jersey Division of Consumer Affairs has provided the  
15 following instructions:

16  
17 *The purpose of the Property Condition Disclosure Statement ("Disclosure Statement"), including the Flood Risk Addendum, is to disclose the  
18 condition of the property, as of the date set forth on the Disclosure Statement or Flood Risk Addendum. The seller is under an obligation to disclose  
19 any known material defects in the property even if not addressed in this printed form. The seller alone is the source of all information contained in  
20 this form. All prospective buyers of the property are cautioned to carefully inspect the property and to carefully inspect the surrounding area for any  
21 off-site conditions that may adversely affect the property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's  
22 hiring of qualified experts to inspect the property.*

23  
24 *If a property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if  
25 the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters, and fireplaces.*

26  
27 *Pursuant to P.L. 2024, c.32, completion of questions 1 through 108 is mandatory for all sellers of residential real property in the State. Sellers  
28 of residential real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the property.  
29 Questions 1 through 108 must be answered to the best of the seller's knowledge, unless otherwise stated.*

30  
31 *Pursuant to N.J.S.A. 56:8-19.2, completion of the "Flood Risk Addendum" questions 109 through 117 of the Disclosure Statement, is mandatory  
32 for all sellers of real property (including both residential and non-residential property). Sellers of real property must answer these questions before the  
33 purchaser becomes obligated under any contract for the purchase of the property. This is the case regardless of whether a seller completes questions  
34 1-108 of the Disclosure Statement. Sellers must verify their answers to questions 109 and 110, and may do so using the Flood Risk Notification  
35 Tool located at [flooddisclosure.nj.gov](http://flooddisclosure.nj.gov). Questions 111 through 117 must be answered based on the seller's actual knowledge.*

36  
37 *A seller must execute a separate acknowledgement for each portion of the Disclosure Statement that the seller completes. If a seller does not answer  
38 questions 1 through 108, no acknowledgement is required for that portion. However, the mandatory Flood Risk Addendum must still be completed  
39 and acknowledged in all cases.*

40  
41  
42  
43 Lastly, **New Jersey REALTORS® Seller's Property Condition Disclosure Statement**, Form #140, includes an Addendum  
44 Regarding Statutory Disclosures & Other Items, Questions 118-136a, to be answered to the best of seller's knowledge as required  
45 by law.





NEW JERSEY REALTORS®
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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Property Address: 1017 Market Street

Gloucester City NJ 08030 ("Property")

Seller: Edward Lundy

("Seller")

The purpose of this Disclosure Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set forth below. The Seller is aware that he or she is under an obligation to disclose any known material defects in the Property even if not addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts to inspect the Property.

If your Property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.

OCCUPANCY

Yes No Unknown

Handwritten checkboxes for occupancy questions: 1. Age of House, if known; 2. Does the Seller currently occupy this Property?; 3. What year did the Seller buy the Property?; 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the Property?

1. Age of House, if known
2. Does the Seller currently occupy this Property?
If not, how long has it been since Seller occupied the Property? Since 1979
3. What year did the Seller buy the Property? 1979
3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the Property? If "yes," please attach a copy of it to this form.

ROOF

Yes No Unknown

Handwritten checkboxes for roof questions: 4. Age of roof; 5. Has roof been replaced or repaired since Seller bought the Property?; 6. Are you aware of any roof leaks?; 7. Explain any "yes" answers that you give in this section.

4. Age of roof 5 years
5. Has roof been replaced or repaired since Seller bought the Property? ye
6. Are you aware of any roof leaks?
7. Explain any "yes" answers that you give in this section:

ATTIC, BASEMENTS AND CRAWL SPACES (Complete only if applicable)

Yes No Unknown

Handwritten checkboxes for attic, basements and crawl spaces questions: 8. Does the Property have one or more sump pumps?; 8a. Are there any problems with the operation of any sump pump?; 9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the Property?; 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the Property?; 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?; 11. Are you aware of any cracks or bulges in the basement floor or foundation walls?; 12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?; 13. Is the attic or house ventilated by: a whole house fan? an attic fan?; 13a. Are you aware of any problems with the operation of such a fan?

8. Does the Property have one or more sump pumps?
8a. Are there any problems with the operation of any sump pump?
9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces or any other areas within any of the structures on the Property?
9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl spaces or any other areas within any of the structures on the Property?
10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:
11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify location:
12. Are you aware of any restrictions on how the attic may be used as a result of the manner in which the attic or roof was constructed?
13. Is the attic or house ventilated by: a whole house fan? an attic fan?
13a. Are you aware of any problems with the operation of such a fan?



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14. In what manner is access to the attic space provided?  
 staircase    pull down stairs    crawl space with aid of ladder or other device  
 other \_\_\_\_\_
15. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS**

- | Yes                      | No                                  | Unknown |   |
|--------------------------|-------------------------------------|---------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the Property?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 17. Are you aware of any damage to the Property caused by termites/wood destroying insects, dry rot, or pests?  |
| <input type="checkbox"/> | <input type="checkbox"/>            |         | 18. If "yes," has work been performed to repair the damage?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 19. Is your Property under contract by a licensed pest control company? If "yes," state the name and address of the licensed pest control company: _____<br>_____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 20. Are you aware of any termite/pest control inspections or treatments performed on the Property in the past?  |
|                          |                                     |         | 21. Explain any "yes" answers that you give in this section: _____<br>_____   |

**STRUCTURAL ITEMS**

- | Yes                      | No                                  | Unknown |  |
|--------------------------|-------------------------------------|---------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 22. Are you aware of any movement, shifting, or other problems with walls, floors, or foundations, including any restrictions on how any space, other than the attic or roof, may be used as a result of the manner in which it was constructed? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 23. Are you aware if the Property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 24. Are you aware of any fire retardant plywood used in the construction?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the Property?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 26. Are you aware of any present or past efforts made to repair any problems with the items in this section?   |
|                          |                                     |         | 27. Explain any "yes" answers that you give in this section. Please describe the location and nature of the problem: _____<br>_____  |

**ADDITIONS/REMODELS**

- | Yes                      | No                                  | Unknown |   |
|--------------------------|-------------------------------------|---------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |         | 28. Are you aware of any additions, structural changes or other alterations to the structures on the Property made by any present or past owners? |
| <input type="checkbox"/> | <input type="checkbox"/>            |         | 29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section: _____<br>_____                   |

**PLUMBING, WATER AND SEWAGE**

- | Yes                      | No                                  | Unknown                  |   |
|--------------------------|-------------------------------------|--------------------------|---|
|                          |                                     |                          | 30. What is the source of your drinking water?<br><input checked="" type="checkbox"/> Public <input type="checkbox"/> Community System <input type="checkbox"/> Well on Property <input type="checkbox"/> Other (explain) _____ |
| <input type="checkbox"/> | <input type="checkbox"/>            |                          | 31. If your drinking water source is not public, have you performed any tests on the water? If so, when? _____<br>Attach a copy of or describe the results: _____<br>_____  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any location other than the sewer, septic, or other system that services the rest of the Property?                                 |
|                          |                                     | <input type="checkbox"/> | 33. When was well installed? _____<br>Location of well? _____   |





- 291   83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: \_\_\_\_\_  
 292 \_\_\_\_\_  
 293 \_\_\_\_\_  
 294    84. Is the Property in a designated Airport Safety Zone?  
 295

**DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS AND CO-OPS**

- 298 Yes No Unknown  
 299    85. Are you aware if the Property is subject to any deed restrictions or other limitations on how it  
 300 may be used due to its being situated within a designated historic district, or a protected area like  
 301 the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local  
 302 zoning ordinances?  
 303    86. Is the Property part of a condominium or other common interest ownership plan?  
 304    86a. If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being  
 305 part of a condominium or other form of common interest ownership?  
 306    87. As the owner of the Property, are you required to belong to a condominium association or  
 307 homeowners association, or other similar organization or property owners?  
 308    87a. If so, what is the Association's name and telephone number? \_\_\_\_\_  
 309 \_\_\_\_\_  
 310    87b. If so, are there any dues or assessments involved?  
 311 If "yes," how much? \_\_\_\_\_  
 312    88. Are you aware of any defect, damage, or problem with any common elements or common areas  
 313 that materially affects the Property?  
 314    89. Are you aware of any condition or claim which may result in an increase in assessments or fees?  
 315    90. Since you purchased the Property, have there been any changes to the rules or by-laws of the  
 316 Association that impact the Property?  
 317 91. Explain any "yes" answers you give in this section: \_\_\_\_\_  
 318 \_\_\_\_\_  
 319 \_\_\_\_\_  
 320

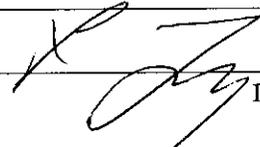
**MISCELLANEOUS**

- 322 Yes No Unknown  
 323    92. Are you aware of any existing or threatened legal action affecting the Property or any condominium  
 324 or homeowners association to which you, as an owner, belong?  
 325    93. Are you aware of any violations of Federal, State or local laws or regulations relating to this  
 326 Property?  
 327    94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming  
 328 uses, or set-back violations relating to this Property? If so, please state whether the condition is  
 329 pre-existing non-conformance to present day zoning or a violation to zoning and/or land use  
 330 laws. \_\_\_\_\_  
 331 \_\_\_\_\_  
 332    95. Are you aware of any public improvement, condominium or homeowner association assessments  
 333 against the Property that remain unpaid? Are you aware of any violations of zoning, housing,  
 334 building, safety or fire ordinances that remain uncorrected?  
 335    96. Are there mortgages, encumbrances or liens on this Property?  
 336    96a. Are you aware of any reason, including a defect in title, that would prevent you from conveying  
 337 clear title?  
 338    97. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed  
 339 elsewhere on this form? (A defect is "material," if a reasonable person would attach importance  
 340 to its existence or non-existence in deciding whether or how to proceed in the transaction.)  
 341 If "yes," explain: \_\_\_\_\_  
 342 \_\_\_\_\_  
 343    98. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any  
 344 special assessments and any association dues or membership fees, are there any other fees that you  
 345 pay on an ongoing basis with respect to this Property, such as garbage collection fees?  
 346 99. Explain any other "yes" answers you give in this section: \_\_\_\_\_  
 347 \_\_\_\_\_  
 348 \_\_\_\_\_  
 349 \_\_\_\_\_  
 350



411 **ACKNOWLEDGMENT OF SELLER**

412 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's  
413 knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing  
414 or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller  
415 alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the  
416 Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

417 \_\_\_\_\_  
418 \_\_\_\_\_  
419 \_\_\_\_\_  
420 \_\_\_\_\_  
421   1/30/2026  
422 SELLER DATE SELLER DATE  
423 \_\_\_\_\_  
424 \_\_\_\_\_  
425 SELLER DATE SELLER DATE  
426 \_\_\_\_\_

427 **EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

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

429 \_\_\_\_\_  
430 \_\_\_\_\_  
431 SIGNED DATE SIGNED DATE  
432 \_\_\_\_\_

433 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

434 The undersigned Prospective Buyer acknowledges receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to  
435 this Property. Prospective Buyer acknowledges that this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's  
436 responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be  
437 inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer  
438 further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and  
439 amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of  
440 the Property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local  
441 conditions before entering into a binding contract to purchase the Property. Prospective Buyer acknowledges that he or she understands  
442 that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional  
443 home inspection as performed by a licensed home inspector.

444 \_\_\_\_\_  
445 \_\_\_\_\_  
446 PROSPECTIVE BUYER DATE PROSPECTIVE BUYER DATE  
447 \_\_\_\_\_  
448 \_\_\_\_\_  
449 PROSPECTIVE BUYER DATE PROSPECTIVE BUYER DATE  
450 \_\_\_\_\_

451 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

452 The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement  
453 form and that the information contained in the form was provided by the Seller.

454 \_\_\_\_\_  
455 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
456 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
457 to the buyer.

458 \_\_\_\_\_  
459 The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement  
460 form for the purpose of providing it to the Prospective Buyer.

461 \_\_\_\_\_  
462 \_\_\_\_\_  
463 SELLER'S REAL ESTATE BROKER/ DATE  
464 BROKER-SALESPERSON/SALESPERSON  
465 \_\_\_\_\_  
466 \_\_\_\_\_  
467 PROSPECTIVE BUYER'S REAL ESTATE BROKER/ DATE  
468 BROKER-SALESPERSON/SALESPERSON  
469 \_\_\_\_\_  
470 \_\_\_\_\_

**SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT CONTINUES ON NEXT PAGE**



**NEW JERSEY REALTORS®**  
**SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT**  
**ADDENDUM REGARDING FLOOD RISK**

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Pursuant to N.J.S.A. 56:8-19.2, all Sellers of real property (including both residential and non-residential property) must complete questions 109-117 below.

Sellers of real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the Property. This is the case regardless of whether the Seller completes questions 1-108. Sellers must verify their answers to questions 109-110, and may do so using the Flood Risk Notification Tool located at [njrcal.to/flood-disclosure](http://njrcal.to/flood-disclosure). Questions 111-117 must be answered based on the Seller's actual knowledge.

Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding. In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage originated in or after 2020.

To learn more about these impacts, including the flood risk to your Property, visit [njrcal.to/flood-disclosure](http://njrcal.to/flood-disclosure). To learn more about how to prepare for a flood emergency, visit [njrcal.to/flood-planning](http://njrcal.to/flood-planning).

Yes    No    ~~Unknown~~

- 109. Is any or all of the Property located wholly or partially in the Special Flood Hazard Area ("100-year floodplain") according to FEMA's current flood insurance rate maps for your area?   
 Yes     No     ~~Unknown~~
- 110. Is any or all of the Property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area?   
 Yes     No     ~~Unknown~~
- 111. Is the Property subject to any requirement under federal law to obtain and maintain flood insurance on the Property?   
 Yes     No     ~~Unknown~~  
*Properties in the special flood hazard area, also known as high risk flood zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages property owners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure and the personal property within the structure. Also note that properties in coastal and riverine areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.*
- 112. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from FEMA, the U.S. Small Business Administration, or any other federal disaster flood assistance for flood damage to the Property?   
 Yes     No     ~~Unknown~~  
*For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.*
- 113. Is there flood insurance on the Property?   
 Yes     No     ~~Unknown~~  
*A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.*
- 114. Is there a FEMA elevation certificate available for the Property? If so, the elevation certificate must be shared with the buyer.   
 Yes     No     ~~Unknown~~  
*An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the Property and is used by flood insurance providers under the National Flood Insurance Program to help determine the appropriate flood insurance rating for the Property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.*
- 115. Have you ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program?   
 Yes     No     ~~Unknown~~  
 If the claim was approved, what was the amount received? \$ \_\_\_\_\_
- 116. Has the Property experienced any flood damage, water seepage, or pooled water due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?   
 Yes     No     ~~Unknown~~  
 If so, how many times? \_\_\_\_\_



117. Explain any "yes" answers that you give in this section: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT OF SELLER**

The undersigned Seller affirms that the information set forth in the above Flood Risk Addendum to the Disclosure Statement is accurate and complete to Seller's actual knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the Seller to provide this completed Flood Risk Addendum to the Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representation of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

\_\_\_\_\_  
\_\_\_\_\_

 1/30/26  
SELLER DATE SELLER DATE

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

**EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

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

\_\_\_\_\_  
SIGNED DATE SIGNED DATE

**RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

The undersigned Prospective Buyer acknowledges receipt of this completed Flood Risk Addendum to the Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this completed Flood Risk Addendum to the Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or herself as to the condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home inspector.

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

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





NEW JERSEY REALTORS®
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT
ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS

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SOLAR PANEL SYSTEMS Pursuant to P.L.2023, c312

This section is applicable if the Property is serviced by a Solar Panel System, which means a system of solar panels designed to absorb the sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes, to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

Yes No
[ ] [X] Is the Property serviced by a Solar Panel System?

If you responded "yes," answer the following questions.

- Yes No Unknown
118. When was the Solar Panel System Installed?
118a. What is the name and contact information of the business that installed the Solar Panel System?
118b. Do you have documents and/or contracts relating to the Solar Panel System?
119. Are SRECs available from the Solar Panel System?
119a. If SRECs are available, when will the SRECs expire?
120. Is there any storage capacity on the Property for the Solar Panel System?
121. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes, explain:

Choose one of the following three options:

- 122a. The Solar Panel System is financed under a power purchase agreement or other type of financing arrangement which requires me/us to make periodic payments to a Solar Panel System provider in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to Section A below.
122b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below.
122c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.

SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA

- 123. What is the current periodic payment amount? \$
124. What is the frequency of the periodic payments (check one)? [ ] Monthly [ ] Quarterly
125. What is the expiration date of the PPA, which is when you will become the owner of the Solar Panel System? ("PPA Expiration Date")
126. Is there a balloon payment that will become due on or before the PPA Expiration Date?
127. If there is a balloon payment, what is the amount? \$

Choose one of the following three options:

- 128a. Buyer will assume my/our obligations under the PPA at Closing.
128b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Solar Panel System can be included in the sale free and clear.
128c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing.

SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE

- 129. What is the current periodic lease payment amount? \$
130. What is the frequency of the periodic lease payments (check one)? [ ] Monthly [ ] Quarterly
131. What is the expiration date of the lease?

Choose one of the following two options:

- 132a. Buyer will assume our obligations under the lease at Closing.
132b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior to Closing.



**SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)**

- 701    133. Arc Solar Transition Renewable Energy Certificates ("TREC's") available from the Solar Panel System?
- 702
- 703 133a. If TREC's are available, when will the TREC's expire? \_\_\_\_\_
- 704    134. Arc Solar Renewable Energy Certificates IIs ("SREC IIs") available from the Solar Panel System?
- 705    134a. If SREC IIs are available, when will the SREC IIs expire? \_\_\_\_\_
- 706

**WATER INTRUSION Pursuant to N.J.S.A. 56:8-19.1**

- 707
- 708 Yes No Unknown 135. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other
- 709    similar natural substance, or repairs or other attempts to control any water or dampness problem on
- 710 the Property? If yes, please describe the nature of the issue and any attempts to repair or control it:
- 711 \_\_\_\_\_
- 712 \_\_\_\_\_
- 713 \_\_\_\_\_

If yes, pursuant to New Jersey law, the **buyer** of the real Property is advised to refer to the 'Mold Guidelines for New Jersey Residents' pamphlet issued by the New Jersey Department of Health ([njrcal.to/mold-guidelines](http://njrcal.to/mold-guidelines)) and has the right to request a physical copy of the pamphlet from the real estate broker, broker-salesperson, or salesperson.

**SECONDARY POWER SOURCE Pursuant to PL.2025, c19**

- 720
- 721 Yes No Unknown 136. Is there a secondary power source at the Property (i.e. permanently installed combustion
- 722    generators, solar panels, battery storage systems, or any other supplemental source of electrical
- 723 energy)?
- 724 136a. If "yes," is a label installed within 18 inches of the main electrical panel and electrical meter
- 725 warning of the dangers associated with the secondary power sources?
- 726
- 727
- 728
- 729

**ACKNOWLEDGMENT OF SELLER**

The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the Seller should state the name(s) of the person(s) who made the representation(s) and describe the information that was relied upon.

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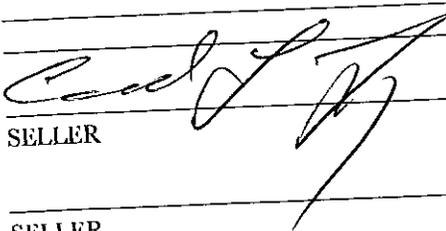
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740 SELLER DATE 1/30/26 SELLER DATE

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743 SELLER DATE SELLER DATE

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**EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

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

747 \_\_\_\_\_

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749 SIGNED DATE SIGNED DATE

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761 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

762 The undersigned Prospective Buyer acknowledges receipt of this completed Statutory Disclosures & Other Items Addendum to Disclosure  
763 Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this completed Statutory  
764 Disclosures & Other Items Addendum is not a warranty by Seller and that it is Prospective Buyer's responsibility to satisfy himself or  
765 herself as to the condition of the Property. Prospective Buyer's acknowledges that the Property may be inspected by qualified professionals,  
766 at Prospective Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is  
767 intended to provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale.  
768 This form does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic  
769 volume, etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding  
770 contract to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the  
771 Seller's real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed  
772 home inspector.

773  
774 \_\_\_\_\_  
775 PROSPECTIVE BUYER DATE PROSPECTIVE BUYER DATE  
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777 \_\_\_\_\_  
778 PROSPECTIVE BUYER DATE PROSPECTIVE BUYER DATE  
779

780 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**

781 The undersigned Seller's real estate broker/broker/broker-salesperson/salesperson acknowledges receipt of this Statutory Disclosures &  
782 Other Items Addendum to the Disclosure Statement and that the information contained in this form was provided by the Seller.

783  
784 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
785 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
786 to the buyer.

787  
788 The Prospective Buyer's real estate broker/broker/broker-salesperson also acknowledges receipt of this completed Statutory Disclosures  
789 & Other Items Addendum to the Property Disclosure for the purpose of providing it to the Prospective Buyer.

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792 SELLER'S REAL ESTATE BROKER/ DATE  
793 BROKER-SALESPERSON/SALESPERSON:  
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795  
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797 PROSPECTIVE BUYER'S REAL ESTATE BROKER/ DATE  
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