



*(For Sale of Residential Property)*

Seller's Name: \_\_\_\_\_

(Check one of the boxes to the right and initial here)

☐ 1. was constructed prior to January 1, 1978  
☒ 2. was constructed after January 1, 1978  
☐ 3. uncertain as to when constructed

8/4/2025 7:03 PM FROM: Staples

**Common Law Agency:** Under Delaware law, salespersons, associate brokers, and brokers are statutory agents as explained in this form and are not common law agents. If you are considering hiring a common law agent, you should obtain disclosure of the potential legal liability and financial risks of common law agency and read and understand those risks before you enter into a common law agency relationship.

1. Client(s) or Customer(s): \_\_\_\_\_

2. Licensee: \_\_\_\_\_

3. Brokerage Office Name and Registered Phone Number: \_\_\_\_\_

4. Relationship: Nothing needs to be completed in this paragraph because the law presumes you want Agency Representation and Dual Agency unless you want to opt out by choosing a different status.

I am the SELLER. The licensee identified above is:

My designated seller's agent and dual agent, if I am selling my property to a buyer whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these boxes. You do not need to initial any of these boxes if you are staying with the presumed status of agency and dual agency.

My designated seller's agent only.	Or	The buyer's agent and NOT my agent.
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I am the BUYER. The licensee identified above is:

My designated buyer's agent and dual agent, if I am buying a property from a seller whom the agent also represents. This relationship is presumed by law unless you choose a different relationship by initialing one of these boxes. You do not need to initial any of these boxes if you are staying with the presumed status of agency and dual agency.

My designated buyer's agent only	Or	The seller's agent and NOT my agent	Or	Not my agent, I am only a Customer
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It is presumed that a real estate agent at the sales office of a builder of new homes represents the builder (seller) and not the buyer unless a different relationship is indicated above. (section 2933(c)(2))

5. Signing this form does not obligate me to pay anything. I am only obligated to pay a fee if I enter into a separate written brokerage agreement (for example, a listing or buyer agency agreement) signed by me. This CIS must be signed prior to signing an Agreement of Sale, a Listing Agreement, or any other brokerage agreement such as an Exclusive Buyer Agency Agreement.

By signing this form, I acknowledge that I have been given an opportunity to read this CIS and recognize the agency or customer relationship indicated above in section 4.

William Harris Date: 7-28-25 Date: \_\_\_\_\_  
Signature of Seller or Buyer Signature of Seller or Buyer

\_\_\_\_\_  
Signature of Broker or Licensee Date given to Seller or Buyer: \_\_\_\_\_

Form Approved by the Delaware Real Estate Commission on August 8, 2024



# SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT

State of Delaware

Approved by the Delaware Real Estate Commission (Effective Date: September 12, 2024)

Seller(s) Name: H & H Ventures LLC  
Property Address: 26223 Autumn Rd Millsboro, DE 19966  
Approximate Age of Building(s): \_\_\_\_\_ Date Purchased: \_\_\_\_\_

Chapter 25, Title 6 of the Delaware Code, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer, material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement.

## Seller shall answer the following questions based on Seller's knowledge of the property.

Yes	No	*
		<p>* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</p> <p>Seller shall answer the following questions based on Seller's knowledge of the property.</p>
		<b>I. OCCUPANCY</b>
		1. How do you currently use this property? As a: ( <input type="checkbox"/> Primary Residence) ( <input type="checkbox"/> Second/Vacation Home) ( <input checked="" type="checkbox"/> Rental Property) ( <input type="checkbox"/> Inherited Property) ( <input type="checkbox"/> Other: _____).
		If not your Primary Residence, how long has it been since you occupied the property? <u>7 MONTHS</u> .
		2. Is the property encumbered by a ( <input type="checkbox"/> rental/lease), ( <input type="checkbox"/> option to purchase), or ( <input type="checkbox"/> first right of refusal)? If yes, describe in XVI. Seller agrees to provide a copy of the rental/lease agreement to Buyer upon request.
	X	3. If the property is a rental/lease, have all necessary permits and/or licenses been obtained?
	X	4. If the property is a rental/lease, is the property subject to a rental/lease management agreement?
	X	5. If #4 is yes, is the agreement binding upon the purchaser? If yes, describe in XVI. Seller agrees to provide a copy of the management agreement to Buyer upon request.
	X	6. Is the property new construction?
	X	7. If #6 is yes, has a certificate of occupancy been issued? If yes, when? _____
	X	If no, STOP USING THIS FORM and complete the Seller's Disclosure of Real Property Condition Report New Construction Only.

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Seller's Initials WJ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_  
Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*	
			<p>* Write in <i>U</i> if Unknown or <i>N/A</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</p> <p>Seller shall answer the following questions based on Seller's knowledge of the property.</p>
		<input checked="" type="checkbox"/>	<p>8. If #6 is yes, Seller warrants that the property (<input type="checkbox"/> is) or (<input type="checkbox"/> is not) exempt from providing the Buyer with a <b>Public Offering Statement</b> as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If exempt from providing the Public Offering Statement or Resale Certificate, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in the chain of title. As evidenced by signature below, Buyer has received a copy of these documents.</p>
		<input checked="" type="checkbox"/>	<p><b>II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS</b></p>
		<input checked="" type="checkbox"/>	<p>9. Is the property subject to any deed restrictions? (e.g., rental restrictions, pet restrictions, fence requirements, etc.) <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>10. Are you in violation of any deed restrictions at this time? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>11. Is the property subject to any agreements concerning affordable housing or workforce/inclusionary housing? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>12. Is the property subject to any private, public, or historic architectural review control other than building codes? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>13. Is the property part of a condominium or cooperative (Co-op) ownership?</p>
		<input checked="" type="checkbox"/>	<p>14. Is there a (<input type="checkbox"/> Homeowners Association), (<input type="checkbox"/> Condominium Association), (<input type="checkbox"/> Cooperative (Co-op), (<input type="checkbox"/> Civic Association), or (<input type="checkbox"/> Maintenance Corporation)?</p>
		<input checked="" type="checkbox"/>	<p>15. If #14 is yes, are there any (<input type="checkbox"/> Fees), (<input type="checkbox"/> Dues), or (<input type="checkbox"/> Assessments) involved? If yes, how much? _____; Frequency of payments: (<input type="checkbox"/> Monthly), (<input type="checkbox"/> Quarterly), (<input type="checkbox"/> Yearly), (<input type="checkbox"/> Other: _____); Are they (<input type="checkbox"/> Mandatory) or (<input type="checkbox"/> Voluntary)?</p>
		<input checked="" type="checkbox"/>	<p>16. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?</p>
		<input checked="" type="checkbox"/>	<p>17. Are there any unpaid assessments including but not limited to deferred water and sewer charges for your property? If yes, how much? _____. <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>18. Has there been a special assessment in the past 12 months? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>19. Have you received written notice of any new, proposed, or board discussed increases in fees, dues, assessments, or capital contributions? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>20. Management Company Name: _____</p>
		<input checked="" type="checkbox"/>	<p>21. Representative Name: _____ Phone # _____</p>
		<input checked="" type="checkbox"/>	<p>22. Representative E-mail Address: _____</p>
		<input checked="" type="checkbox"/>	<p><b>III. TITLE / ZONING INFORMATION</b></p>
		<input checked="" type="checkbox"/>	<p>23. Does the amount owed on your mortgage(s) and any other lien(s) exceed the estimated value of the property? If yes, are additional funds available from Seller for settlement? _____</p>
		<input checked="" type="checkbox"/>	<p>24. Is your property owned (<input checked="" type="checkbox"/> In fee simple) or (<input type="checkbox"/> Leasehold/Ground Lease) or (<input type="checkbox"/> Cooperative)?</p>
		<input checked="" type="checkbox"/>	<p>25. If a Leasehold/Ground Lease, what is the current lease amount? \$ _____; Frequency of payments: (<input type="checkbox"/> Weekly), (<input type="checkbox"/> Monthly), (<input type="checkbox"/> Quarterly), (<input type="checkbox"/> Yearly), (<input type="checkbox"/> Other: _____)</p>
		<input checked="" type="checkbox"/>	<p><b>Note to Buyer:</b> May be subject to change.</p>
		<input checked="" type="checkbox"/>	<p>26. If a Leasehold/Ground Lease, when does it expire? _____</p>
		<input checked="" type="checkbox"/>	<p>27. Are there any rights-of-way, easements, or similar matters that affect the property? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>28. Are there any shared maintenance agreements affecting the property? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>29. Are there any variance, zoning, conditional use, non-conforming use, or setback violations? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>30. If #29 is yes, has the variance, conditional use, or non-conforming use expired or has otherwise become non-transferable? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>31. Is your property currently covered by a title insurance policy?</p>
		<input checked="" type="checkbox"/>	<p>32. Did you participate in any mortgage/closing cost assistance program that must be paid back at the time of the transfer of the property? <b>If yes, describe in XVI.</b></p>
		<input checked="" type="checkbox"/>	<p>33. Did you participate in any mortgage forbearance programs such as the CARES Act from COVID-19? <b>If yes, describe in XVI.</b></p>

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Seller's Initials WTV Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*
<p>* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</p> <p>Seller shall answer the following questions based on Seller's knowledge of the property.</p>		

#### IV. ADDITIONAL INFORMATION

			34. Have you received notice from any local, state, or federal agency requiring repairs, alterations, or corrections of any existing conditions? If yes, describe in XVI.
			35. Is there any existing legal action affecting this property? If yes, describe in XVI.
			36. Are there any violations of local, state or federal laws or regulations relating to this property? If yes, describe in XVI.
			37. Does your current real estate tax amount reflect any non-transferrable exemptions or discounts? If yes, describe in XVI.
		U	38. Have you received formal notice of any changes that may materially or adversely affect the property? e.g., zoning changes, road changes, proposed utility changes, etc. If yes to any, describe in XVI.
			39. Are all the exterior door locks in the house in working condition? If no, describe in XVI.
			40. Will keys be provided for each lock?
			41. During your ownership, are there now or have there been animals (pets) living in the house? If yes, what type? Cat
			42. Is there now or has there ever been a <input type="checkbox"/> Swimming pool, <input type="checkbox"/> Hot tub, <input type="checkbox"/> Spa, or <input type="checkbox"/> Whirlpool on the property? If yes and there are any defects, describe in XVI.
		NA	43. If there is a pool, does it conform to all local ordinances? If no, describe in XVI.
			44. What is the type of trash disposal? ( <input checked="" type="checkbox"/> Private), ( <input type="checkbox"/> Municipal), ( <input type="checkbox"/> County), ( <input type="checkbox"/> Community) or <input type="checkbox"/> Other.
			45. The cost of repairing and repaving the streets adjacent to the property is paid for by: <input type="checkbox"/> The property owner(s), estimated fees: \$ <input checked="" type="checkbox"/> Delaware Department of Transportation or the State of Delaware <input type="checkbox"/> Municipal <input type="checkbox"/> Community/HOA <input type="checkbox"/> Other <input type="checkbox"/> Unknown
			Note to Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
			46. Is off street parking available for this property? If yes, number of spaces available: 3 spaces.

#### V. ENVIRONMENTAL CONCERNS

			47. Are there now or have there been any underground storage tanks on the property? ( <input type="checkbox"/> Heating fuel), ( <input type="checkbox"/> Propane), ( <input checked="" type="checkbox"/> Septic), or <input type="checkbox"/> Other: . If yes, describe locations in XVI.
			48. If the tank was abandoned, was it done with all necessary permits and properly abandoned?
			49. Are asbestos-containing materials present? If yes, describe in XVI.
			50. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil.) If yes, describe in XVI.
		U	51. Has the property been tested for toxic or hazardous substances? If yes, describe in XVI and provide the test results.
			52. Has the property ever been tested for mold? If yes, provide the test results.
			53. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If yes, describe in XVI.
			54. Is there a wastewater spray irrigation system (human or agricultural) installed on or adjacent to the property?

#### VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)

			55. Is there fill soil or other fill material on the property?
			56. Are there sliding, settling, earth movement, upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood? If yes, describe in XVI.
			57. Is any part of the property located in ( <input type="checkbox"/> a flood zone) and/or ( <input type="checkbox"/> a wetlands area)?
			58. Are there drainage or flood problems affecting the property? If yes, describe in XVI.
			59. Do you carry flood insurance? Agent: Policy #
			60. If #59 is yes, what is the annual cost of this policy?
			61. Have you made any insurance claims on the property in the past 5 years? If yes, describe in XVI.
			62. Does the property have standing water in front, rear, or side yards for more than 48 hours after raining? If yes, describe in XVI.
		U	63. Are there encroachments or boundary line disputes affecting the property? If yes, describe in XVI?

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Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_  
 Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*	
			* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI. Seller shall answer the following questions based on Seller's knowledge of the property.
			64. Are there any ditches crossing or bordering the property? If yes, describe in XVI.
			65. Are there any swales crossing the property that are under the control of a Soil and Conservation District? If yes, describe in XVI.
			66. Have you ever had the property surveyed?
			67. Are the boundaries of the property marked in any way? If yes, describe in XVI.
			<b>VII. STRUCTURAL ITEMS</b>
			68. Have you made any additions or structural changes? If yes, describe in XVI.
			69. If #68 is yes, was all work done with all necessary permits and approvals in compliance with building codes?
			70. If #69 is yes, are the permits closed?
			71. Is there now or has there ever been any movement, shifting, or other problems with walls or foundations? If yes, describe in XVI.
			72. Has the property, or any improvements thereon, ever been damaged by <input type="checkbox"/> Fire, <input type="checkbox"/> Smoke, <input type="checkbox"/> Wind, or <input type="checkbox"/> Flood? If yes, describe in XVI.
			73. Was the structure moved to this site? <input type="checkbox"/> Double Wide, <input checked="" type="checkbox"/> Modular, <input type="checkbox"/> Other: _____
			74. Is there now or has there ever been any non-plumbing water leakage in the house? If yes, describe in XVI.
			75. Are there any problems with <input type="checkbox"/> Exterior walls, <input type="checkbox"/> Driveways, <input type="checkbox"/> Walkways, <input type="checkbox"/> Patios, <input type="checkbox"/> Decks, <input type="checkbox"/> Porches or <input type="checkbox"/> Retaining walls on the property? If yes, describe in XVI.
			76. Are there any problems with <input type="checkbox"/> Interior walls, <input type="checkbox"/> Ceilings, <input type="checkbox"/> Floors, or <input type="checkbox"/> Windows on the property? If yes, describe in XVI.
			77. Have there been any repairs or other attempts to control the cause or effect of problems described in questions 74, 75, and 76? If yes, describe in XVI.
			78. Is there insulation in the: <input checked="" type="checkbox"/> Ceiling/attic, <input checked="" type="checkbox"/> Exterior walls, <input type="checkbox"/> Crawlspace/basement, or <input type="checkbox"/> Other: _____
			What type(s) of insulation does your property have? _____
			<b>VIII. TERMITES, INSECTS, AND WILDLIFE</b>
			79. Is there now or has there ever been any infestation by termites or other wood destroying insects? If yes, describe
			80. During your ownership, have there been any termite or other wood destroying insect inspections made on the property? If yes, describe in XVI.
			81. Is there now or has there ever been any damage to the property caused by <input type="checkbox"/> Termites, <input type="checkbox"/> Other wood destroying insects, or <input type="checkbox"/> Wildlife? If yes, describe in XVI.
			82. Have there ever been any termite or wood destroying insect treatments made on the property? If yes, describe in XVI.
			83. Is there or has there ever been an infestation of insects? If yes, describe in XVI.
			84. During your ownership, have there been any insect control inspections made on the property. If yes, describe in XVI.
			85. Are you aware of any insect control treatments made on the property? If yes, describe in XVI.
			86. Are there now or have there ever been any bat colonies present on the property? If yes, describe in XVI.
			87. Is your property currently under warranty, or other coverage, by a professional pest control company? If yes, name of exterminating company: _____
			<b>IX. BASEMENT AND CRAWL SPACES</b>
			88. Does the property have a sump pump? If yes, where does it drain? _____
			89. Is there now or has there ever been any water leakage, accumulation, or dampness within the basement, crawlspace, or other interior areas of the structure? If yes, describe in XVI.
			90. Have there been any repairs or other attempts to control any water or dampness problem in the basement, crawlspace, or other interior areas of the structure? If yes, describe in XVI.
			91. Are there any cracks or bulges in the floors or foundation walls? If yes, describe in XVI.
			<b>X. ROOF</b>
			92. Date last roof surface installed: _____. If all roof surfaces not the same age, explain in XVI.
			93. How many layers of roof material are there (e.g., new shingles over old shingles)? _____

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Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Yes	No	*	
			<p>* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</p> <p>Seller shall answer the following questions based on Seller's knowledge of the property.</p>
			94. Are there any problems with the roof, flashing, rain gutters, or skylights? If yes or repaired under your ownership, explain in XVI.
			95. If under warranty, is warranty transferable?
			96. Where do your gutters drain? ( <input checked="" type="checkbox"/> Surface), ( <input type="checkbox"/> Drywell), ( <input type="checkbox"/> Storm Sewers), ( <input type="checkbox"/> Other: _____)
			<b>XI. PLUMBING-RELATED ITEMS</b>
			97. What is the drinking water source? ( <input type="checkbox"/> Municipal), ( <input type="checkbox"/> County), ( <input checked="" type="checkbox"/> Public Utility), ( <input type="checkbox"/> Private Well), ( <input type="checkbox"/> Other: _____)
			98. If drinking water is supplied by public utility, name of utility: <u>Tide Water Utility</u>
			99. Is there a water treatment system? If yes, ( <input type="checkbox"/> Leased) or ( <input type="checkbox"/> Owned)?
			100. If water source is a well, when was it installed? <u>N/A</u> Location of well? <u>N/A</u>
			Depth of well? _____ If more than one well, describe in XVI.
			101. What type of plumbing is used for the Water Supply? ( <input type="checkbox"/> Copper), ( <input type="checkbox"/> Lead), ( <input type="checkbox"/> Cast Iron), ( <input checked="" type="checkbox"/> PVC), ( <input type="checkbox"/> PEX), ( <input type="checkbox"/> Polybutylene), ( <input type="checkbox"/> Galvanized), ( <input type="checkbox"/> Other/Unknown: _____)
			102. What type of plumbing is used for Drainage? ( <input type="checkbox"/> Copper), ( <input type="checkbox"/> Lead), ( <input type="checkbox"/> Cast Iron), ( <input checked="" type="checkbox"/> PVC), ( <input type="checkbox"/> Galvanized), ( <input type="checkbox"/> Other/Unknown: _____)
			103. Age of Water Heater? <u>5 yrs</u> Water heater type: ( <input checked="" type="checkbox"/> Tank), ( <input type="checkbox"/> Tankless), ( <input type="checkbox"/> Other: _____)
			104. Water Heater Fuel: ( <input checked="" type="checkbox"/> Electric), ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas) or ( <input type="checkbox"/> Other: _____)
			105. Are there now or have there ever been any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related items? If yes, describe in XVI.
			106. Are there any additions and/or upgrades to the original service? If yes, describe in XVI.
			107. If #106 is yes, was the work done by a licensed contractor?
			108. If #106 is yes, were the required permits obtained?
			109. If #108 is yes, are the permits closed?
			110. If your drinking water is from a well, when was your water last tested and what were the results of the test? Tested on: _____ Results: _____
			111. What is the type of sewage system? ( <input checked="" type="checkbox"/> Public Sewer), ( <input type="checkbox"/> Community Sewer), ( <input type="checkbox"/> Septic System), ( <input type="checkbox"/> Cesspool), ( <input type="checkbox"/> Other: _____)
			112. If a septic system, type: ( <input type="checkbox"/> Gravity Fed), ( <input type="checkbox"/> Capping Fill), ( <input type="checkbox"/> LPP), ( <input type="checkbox"/> Mound), ( <input type="checkbox"/> Holding Tank), ( <input type="checkbox"/> Other: _____)
			113. If a septic system, when was it last pumped? _____
			114. If a septic system, has it been inspected by a Class H inspector within the last 36 months, as required by DNREC regulations? If yes, describe in XVI and provide the test results.
			115. If a septic system, how many bedrooms is the septic permitted to service? _____
			116. Are there any shut off, disconnected, or abandoned wells, underground water or sewer tanks on the property? If yes, describe locations in XVI.
			117. If #116 is yes, were they abandoned with all necessary permits and properly abandoned?
			<b>XII. HEATING AND AIR CONDITIONING</b>
			118. How many heating and/or air conditioning systems are on the property? <u>2</u> If more than 2, explain in XVI.
			119. Type of heating system for system #1 ( <input checked="" type="checkbox"/> Forced air), ( <input type="checkbox"/> Heat pump), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Baseboard), ( <input type="checkbox"/> Radiator), ( <input type="checkbox"/> Other: _____)
			Type of heating system for system #2 ( <input type="checkbox"/> Forced air), ( <input type="checkbox"/> Heat pump), ( <input type="checkbox"/> Mini-Split), ( <input type="checkbox"/> Baseboard), ( <input type="checkbox"/> Radiator), ( <input type="checkbox"/> Other: _____)
			120. Type of heating fuel for system #1 ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas), ( <input type="checkbox"/> Electric), ( <input type="checkbox"/> Solar), ( <input checked="" type="checkbox"/> Other: <u>Kerosene</u> )
			Type of heating fuel for system #2 ( <input type="checkbox"/> Oil), ( <input type="checkbox"/> Propane Gas), ( <input type="checkbox"/> Natural Gas), ( <input type="checkbox"/> Electric), ( <input type="checkbox"/> Solar), ( <input type="checkbox"/> Other: _____)
			121. Fuel provider for: Heating system #1 _____ Heating System #2: _____
			122. Age of furnace #1: <u>8 yrs old</u> Date of last service: _____
			Age of furnace #2: _____ Date of last service: _____
			123. Are there any contractual obligations affecting the fuel supply, tanks, or system(s)? If yes, describe in XVI.

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Seller's Initials WJ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_



Yes	No	*	
			<p>* Write in U if Unknown or NA if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section XVI.</p> <p>Seller shall answer the following questions based on Seller's knowledge of the property.</p>
			<p>124. Type of air conditioning for system #1 <input checked="" type="checkbox"/> Central, <input type="checkbox"/> Window Units, <input type="checkbox"/> Mini-Split, <input type="checkbox"/> Other: _____</p> <p>Type of air conditioning for system #2 <input type="checkbox"/> Central, <input type="checkbox"/> Window Units, <input type="checkbox"/> Mini-Split, <input type="checkbox"/> Other: _____</p>
			<p>125. Are there any contractual obligations affecting the heating/air conditioning system(s)? If yes, describe in XVI.</p>
			<p>126. Age of air conditioning system #1: <u>10 yrs old</u> Date of last service: _____</p> <p>Age of air conditioning system #2: _____ Date of last service: _____</p>
			<p>127. Have there been any additions and/or upgrades to the original heating or air conditioning? If yes, describe in XVI.</p>
			<p>128. If #127 is yes, was the work done by a licensed contractor?</p>
			<p>129. If #127 is yes, were the required permits obtained?</p>
			<p>130. If #129 is yes, are the permits closed?</p>
			<p>131. Are there any problems with the heating or air conditioning systems? If yes, describe in XVI.</p>
			<p><b>XIII. ELECTRICAL SYSTEM</b></p>
			<p>132. Who is the electric provider for the property? <u>Del. COOP.</u></p>
			<p>133. What type of wiring is in the house? <u>Copper</u>, aluminum, other, etc.)</p>
			<p>134. What is the amp service? <input type="checkbox"/> 60, <input type="checkbox"/> 100, <input type="checkbox"/> 150, <input checked="" type="checkbox"/> 200, <input type="checkbox"/> Other: _____</p>
			<p>135. Does the property have <input checked="" type="checkbox"/> Circuit Breakers or <input type="checkbox"/> Fuses? If more than one electrical panel, describe in XVI.</p>
			<p>136. Are there any 220/240 volt circuits? (Other: <u>Yes A/C &amp; Dryer &amp; Not Worked</u>)</p>
			<p>137. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time? If yes, describe in XVI.</p>
			<p>138. Are there wall switches, light fixtures, or electrical outlets in need of repair? If yes, explain in XVI.</p>
			<p>139. Is there a permanently affixed generator on the property? What is the fuel source? _____</p>
			<p>140. Have there been any additions to the original service?</p>
			<p>141. Have any <input type="checkbox"/> solar and/or <input type="checkbox"/> wind powered enhancements been made to supplement service? If yes, describe in XVI. Name of solar company? _____; If leased, what is the term? _____</p>
			<p>Note to Buyer: Transfer of lease is subject to approval by: _____. Buyer must register with the Public Service Commission.</p>
			<p>142. If #139, #140, or #141 is yes, was work done by a licensed electrician?</p>
			<p>143. If #139, #140, or #141 is yes, were the required permits obtained?</p>
			<p>144. If #143 is yes, is the permit closed?</p>
			<p><b>XIV. FIREPLACE OR HEATING STOVE</b></p>
			<p>145. How many fireplaces and/or heating stoves are on the property? <u>2</u>. If more than 2, explain in XVI.</p>
			<p>146. Type of fuel for fireplace 1: <input type="checkbox"/> Wood Burning, <input type="checkbox"/> Propane Gas, <input type="checkbox"/> Natural Gas, <input type="checkbox"/> Other: _____?</p> <p>Type of fuel for fireplace 2: <input type="checkbox"/> Wood Burning, <input type="checkbox"/> Propane Gas, <input type="checkbox"/> Natural Gas, <input type="checkbox"/> Other: _____?</p>
			<p>147. Type of fuel for heating stove 1: <input type="checkbox"/> Wood Burning, <input type="checkbox"/> Pellet, <input type="checkbox"/> Other: _____)?</p> <p>Type of fuel for heating stove 2: <input type="checkbox"/> Wood Burning, <input type="checkbox"/> Pellet, <input type="checkbox"/> Other: _____)?</p>
			<p>148. Was the fireplace or heating stove part of the original house design?</p>
			<p>149. Was the fireplace or heating stove installed by a professional contractor or manufacturer's representative?</p>
			<p>150. Are there any problems? If yes, explain in XVI.</p>
			<p>151. When were the flues/chimneys last cleaned, serviced, or repaired? _____. Explain nature of service or repair in XVI.</p>

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Seller's Initials WA Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

**Are the following items in working order? Note: The Agreement of Sale will specify and govern what is included or excluded. If an item does not exist, leave the yes/no fields blank.**

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Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

### XVL ADDITIONAL INFORMATION

If you were directed to this section to clarify an answer, or if you indicated there is a problem with any of the items in sections I through XV, provide an explanation of your recollection using common language. Attach additional sheets if needed.

[illegible]

Are there additional problem, clarification, or document sheets attached? ☐ No ☐ Yes.  
Number of Sheets Attached \_\_\_\_\_

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Seller's Initials <u>WCH</u>	Seller's Initials _____	Buyer's Initials _____	Buyer's Initials _____
Seller's Initials _____	Seller's Initials _____	Buyer's Initials _____	Buyer's Initials _____

## ADDITIONAL NOTICES TO BUYERS

Government websites containing helpful information include: Office of State Planning Coordination <https://www.stateplanning.delaware.gov/>, Delaware Department of Natural Resources and Environmental Control <https://dnrec.alpha.delaware.gov/>, Delaware Division of Public Health [www.dhss.delaware.gov/dhss/dph](http://www.dhss.delaware.gov/dhss/dph), Delaware State Police Sex Offender Registry [www.sexoffender.dsp.delaware.gov](http://www.sexoffender.dsp.delaware.gov), Federal Community Flood Maps <https://msc.fema.gov/portal/home>, and other agencies listed on [www.delaware.gov](http://www.delaware.gov).

All properties are part of larger surrounding areas. Buyers are advised to research Federal, State, and local governmental agencies' websites to become familiar with future anticipated development, global changes, climate changes, tax assessments, and other similar things that may affect the property in the future.

*Additional information for specific sections is listed below:*

### II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS

- Deed restrictions are provisions in a deed or declaration that limit the use of the property. With some exceptions, restrictions cannot be removed by the owner.
- If the property is within an "association", request further information to learn of the covenants and restrictions that the property is subject to.
- More information may be found from Delaware's Common Interest Community Ombudsperson. Learn more at <https://attorneygeneral.delaware.gov/fraud/cpu/ombudsperson/>.

### IV. ADDITIONAL INFORMATION

- Check HOA/local requirements concerning responsibility for sidewalk installation, replacement, repair, and snow removal.

### VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)

- *Flood Zone:* Public and/or private flood insurance options exist for most properties even if property is not in a high-risk flood zone. Inquire about options with a qualified insurance agent. More information may be found at the Delaware Department of Insurance.
- *Flood Risk:* Due to location and elevation, particularly with river and coastal communities, the property and surrounding areas may experience flooding from rising sea levels and stronger storms, both now and in the future. Learn more at <https://floodplanning.dnrec.delaware.gov/>. In addition to state regulations, local municipalities may have additional floodplain management rules for property improvements. Contact the local municipality directly to find out about any specific requirements.
- *Wetlands Area:* There are both tidal and non-tidal wetlands. The property may be subject to additional governmental oversight. Inquire further through programs like Delaware Wetlands of the Delaware Department of Natural Resources and Environmental Control.

### XI. PLUMBING-RELATED ITEMS

- Learn more about private well and public water testing from the Delaware Division of Public Health's Office of Drinking Water. You may seek the status of water quality through testing if requested/allowable in the Agreement of Sale.

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Seller's Initials WJ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

### ACKNOWLEDGMENT OF SELLER

Seller has provided the information contained in this report. This information is, to the best of Seller's knowledge, and belief, complete, true, and accurate. Seller has no knowledge, information, or other reason to believe that any defects or problems with the property have been disclosed to, or discussed with, any Real Estate Agent or Broker involved in the sale of this property, other than those set forth in this report. Seller does hereby indemnify and hold harmless any Real Estate Agent involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein, or on any subsequent amendment hereto. Seller's Broker and/or Cooperating Broker, if any, is/are hereby authorized to furnish this report to any prospective Buyer. This is a legally binding document. If not understood, an attorney should be consulted.

SELLER William J. Smith Date 7.30.25 SELLER \_\_\_\_\_ Date \_\_\_\_\_  
Member H&H Ventures

SELLER \_\_\_\_\_ Date \_\_\_\_\_ SELLER \_\_\_\_\_ Date \_\_\_\_\_

Date the contents of this Report were last updated: \_\_\_\_\_

### ACKNOWLEDGMENT OF BUYER

Buyer is relying upon the above report, and statements within the Agreement of Sale, as the representation of the condition of the property, and is not relying upon any other information about the property. Buyer has carefully inspected the property and Buyer acknowledges that Agents are not experts at detecting or repairing physical defects in property. Buyer acknowledges Seller has completed this form based upon their knowledge of the property. Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Unless stated otherwise in my contract with Seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by Seller or any Agent. Buyer has received and read a signed copy of this report. Buyer may negotiate in the Agreement of Sale for other professional advice and/or inspections of the property. Buyer understands there may be projects either planned or being undertaken by the State, County, or Local Municipality which may affect this property of which the Seller has no knowledge. Buyer further understands that it is Buyer's responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If Buyer does not understand the impact of such project(s) on the property being purchased, Buyer should consult with an Attorney. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and/or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_ BUYER \_\_\_\_\_ Date \_\_\_\_\_

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