



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

COMPASS

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

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

10

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

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

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

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

27  
28 *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.  
29 Sellers of residential real property must answer these questions before the purchaser becomes obligated under any contract for the  
30 purchase of the property. Questions 1 through 108 must be answered to the best of the seller's knowledge, unless otherwise stated.*

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

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

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

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NEW JERSEY REALTORS®  
SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

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56 **Property Address:** 4 Grasmere Ct, Livingston, NJ 07039

57 \_\_\_\_\_ ("Property").

58 **Seller:** Amy Janay, Michael Janay

59 \_\_\_\_\_ ("Seller").

60 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  
61 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  
62 addressed in this printed form. Seller alone is the source of all information contained in this form. All prospective buyers of the Property  
63 are cautioned to carefully inspect the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely  
64 affect the Property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts  
65 to inspect the Property.

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

68

69 **OCCUPANCY**

70 Yes No Unknown [ ] 1. Age of House, if known 30

71  [ ] 2. Does the Seller currently occupy this Property?  
72 If not, how long has it been since Seller occupied the Property? 2018

73  [ ] 3. What year did the Seller buy the Property? 2013

74  [ ] 3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of  
75 the Property? If "yes," please attach a copy of it to this form.

76

77 **ROOF**

78 Yes No Unknown  4. Age of roof

79   5. Has roof been replaced or repaired since Seller bought the Property?

80   6. Are you aware of any roof leaks?

81   7. Explain any "yes" answers that you give in this section:

82

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

84 Yes No Unknown  8. Does the Property have one or more sump pumps?

85   9. Are there any problems with the operation of any sump pump?

86   10. Are you aware of any water leakage, accumulation or dampness within the basement or crawl  
87   spaces or any other areas within any of the structures on the Property?

88   11. Are you aware of the presence of any mold or similar natural substance within the basement or  
89 crawl spaces or any other areas within any of the structures on the Property?

90   12. Are you aware of any repairs or other attempts to control any water or dampness problem in the  
91 basement or crawl space? If "yes," describe the location, nature and date of the repairs:

92

93   13. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify  
94   location:

95   14. Are you aware of any restrictions on how the attic may be used as a result of the manner in which  
96 the attic or roof was constructed?

97   15. Is the attic or house ventilated by: a whole house fan?  an attic fan?

98   16. Are you aware of any problems with the operation of such a fan?

99

100   17. Are you aware of any problems with the operation of such a fan?

101

102   18. Are you aware of any problems with the operation of such a fan?

103

104   19. Are you aware of any problems with the operation of such a fan?

105

106   20. Are you aware of any problems with the operation of such a fan?

107

108   21. Are you aware of any problems with the operation of such a fan?

109

110   22. Are you aware of any problems with the operation of such a fan?



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## 118 TERMITES/WOOD DESTROYING INSECTS, DRY ROT, PESTS

119 Yes No  Unknown

120 [ ]  16. Are you aware of any termites/wood destroying insects, dry rot, or pests affecting the Property?  
121 [ ]  17. Are you aware of any damage to the Property caused by termites/wood destroying insects, dry  
122 [ ]  rot, or pests?  
123 [ ]  18. If "yes," has work been performed to repair the damage?  
124  [ ] 19. Is your Property under contract by a licensed pest control company? If "yes," state the name and  
125 [ ]  address of the licensed pest control company: SAY'S  
126 [ ]  20. Are you aware of any termite/pest control inspections or treatments performed on the Property  
127 [ ]  in the past?  
128 [ ]  21. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
129 [ ]  
130 [ ]

133 | STRUCTURAL ITEMS

134 Yes No Unknown

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?
23. Are you aware if the Property or any of the structures on it have ever been damaged by fire, smoke, wind or flood?
24. Are you aware of any fire retardant plywood used in the construction?
25. Are you aware of any current or past problems with driveways, walkways, patios, sinkholes, or retaining walls on the Property?
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:

150 ADDITIONS/REMODELS

151 Yes No Unknown

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?

29. Were the proper building permits and approvals obtained? Explain any "yes" answers you give in this section:

159 PLUMBING, WATER AND SEWAGE

160 Yes No Unknown

30. What is the source of your drinking water?  
 Public  Community System  Well on Property  Other (explain) \_\_\_\_\_

31. If your drinking water source is not public, have you performed any tests on the water? If so, when? \_\_\_\_\_  
Attach a copy of or describe the results: \_\_\_\_\_

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?

33. When was well installed?  
Location of well? \_\_\_\_\_

171	<input checked="" type="checkbox"/>	34. Do you have a softener, filter, or other water purification system? <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Owned
172		35. What is the type of sewage system? <input checked="" type="checkbox"/> Public Sewer <input type="checkbox"/> Private Sewer <input type="checkbox"/> Septic System <input type="checkbox"/> Cesspool <input type="checkbox"/> Other (explain): _____
173		36. If you answered "septic system," have you ever had the system inspected to confirm that it is a true septic system and not a cesspool?
174	<input type="checkbox"/>	37. If Septic System, when was it installed? _____ Location? _____
175		38. When was the Septic System or Cesspool last cleaned and/or serviced?
176		39. Are you aware of any abandoned Septic Systems or Cesspools on your Property?
177		39a. If "yes," is the closure in accordance with the municipality's ordinance? Explain: _____
178		
179	<input type="checkbox"/>	40. Are you aware of any leaks, backups, or other problems relating to any of the plumbing systems and fixtures (including pipes, sinks, tubs and showers), or of any other water or sewage related problems? If "yes," explain _____
180	<input type="checkbox"/>	
181		
182	<input type="checkbox"/>	41. Are you aware of the presence of any lead piping, including but not limited to any service line, piping materials, fixtures, and solder. If "yes," explain: _____
183		
184		
185		
186	<input checked="" type="checkbox"/>	42. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage tanks, or dry wells on the Property?
187		
188		
189	<input checked="" type="checkbox"/>	43. Is either the private water or sewage system shared? If "yes," explain: _____
190		
191	<input checked="" type="checkbox"/>	44. Water Heater: <input type="checkbox"/> Electric <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Gas Age of Water Heater _____ <u>3 yrs</u>
192		
193		44a. Are you aware of any problems with the water heater?
194		45. Explain any "yes" answers that you give in this section: _____ _____
195	<input checked="" type="checkbox"/>	
196		
197		
198		
199		
200	<b>HEATING AND AIR CONDITIONING</b>	
201	Yes	No Unknown
202		46. Type of Air Conditioning: <input type="checkbox"/> Central one zone <input checked="" type="checkbox"/> Central multiple zone <input type="checkbox"/> Wall/Window Unit <input type="checkbox"/> None
203		47. List any areas of the house that are not air conditioned: _____
204		
205		
206		48. What is the age of Air Conditioning System? _____
207		49. Type of heat: <input type="checkbox"/> Electric <input type="checkbox"/> Fuel Oil <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Unheated <input type="checkbox"/> Other
208		50. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat) <u>base board / radiator</u>
209		
210		51. If it is a centralized heating system, is it one zone or <u>multiple zones</u> ? _____
211		
212		52. Age of furnace <u>10 years</u> Date of last service: <u>1/26</u>
213		53. List any areas of the house that are not heated: _____
214		
215	<input checked="" type="checkbox"/>	54. Are you aware of any tanks on the Property, either above or underground, used to store fuel or other substances?
216		
217	<input type="checkbox"/>	55. If tank is not in use, do you have a closure certificate?
218	<input checked="" type="checkbox"/>	56. Are you aware of any problems with any items in this section? If "yes," explain: _____
219		
220		
221	<b>WOODBURNING STOVE OR FIREPLACE</b>	
222	Yes	No Unknown
223	<input type="checkbox"/>	57. Do you have <input type="checkbox"/> wood burning stove? <input type="checkbox"/> fireplace? <input type="checkbox"/> insert? <input type="checkbox"/> other
224	<input type="checkbox"/>	57a. Is it presently usable?
225	<input type="checkbox"/>	58. If you have a fireplace, when was the flue last cleaned? _____
226	<input type="checkbox"/>	58a. Was the flue cleaned by a professional or non-professional? _____
227	<input type="checkbox"/>	59. Have you obtained any required permits for any such item?
228	<input type="checkbox"/>	60. Are you aware of any problems with any of these items? If "yes," please explain: _____
229		
230		



291	<input type="checkbox"/>	<input type="checkbox"/>	83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: _____
292			_____
293			
294	<input type="checkbox"/>	<input type="checkbox"/>	84. Is the Property in a designated Airport Safety Zone?
295			
296	<b>DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS</b>		
297	<b>AND CO-OPS</b>		
298	Yes	No	Unknown
299	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85. Are you aware if the Property is subject to any deed restrictions or other limitations on how it may be used due to its being situated within a designated historic district, or a protected area like the New Jersey Pinelands, or its being subject to similar legal authorities other than typical local zoning ordinances?
300			
301			
302			
303	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86. Is the Property part of a condominium or other common interest ownership plan?
304	<input type="checkbox"/>	<input checked="" type="checkbox"/>	86a. If so, is the Property subject to any covenants, conditions, or restrictions as a result of its being part of a condominium or other form of common interest ownership?
305			
306	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87. As the owner of the Property, are you required to belong to a condominium association or homeowners association, or other similar organization or property owners?
307			
308	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87a. If so, what is the Association's name and telephone number? _____
309			
310	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87b. If so, are there any dues or assessments involved?
311			If "yes," how much? _____
312	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88. Are you aware of any defect, damage, or problem with any common elements or common areas that materially affects the Property?
313			
314	<input type="checkbox"/>	<input checked="" type="checkbox"/>	89. Are you aware of any condition or claim which may result in an increase in assessments or fees?
315	<input type="checkbox"/>	<input checked="" type="checkbox"/>	90. Since you purchased the Property, have there been any changes to the rules or by-laws of the Association that impact the Property?
316			
317			91. Explain any "yes" answers you give in this section: _____
318			_____
319			_____
320			_____
321	<b>MISCELLANEOUS</b>		
322	Yes	No	Unknown
323	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92. Are you aware of any existing or threatened legal action affecting the Property or any condominium or homeowners association to which you, as an owner, belong?
324			
325	<input type="checkbox"/>	<input checked="" type="checkbox"/>	93. Are you aware of any violations of Federal, State or local laws or regulations relating to this Property?
326			
327	<input type="checkbox"/>	<input checked="" type="checkbox"/>	94. Are you aware of any zoning violations, encroachments on adjacent properties, non-conforming uses, or set-back violations relating to this Property? If so, please state whether the condition is pre-existing non-conformance to present day zoning or a violation to zoning and/or land use laws. _____
328			
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332	<input type="checkbox"/>	<input checked="" type="checkbox"/>	95. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid? Are you aware of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?
333			
334			
335	<input checked="" type="checkbox"/>	<input type="checkbox"/>	96. Are there mortgages, encumbrances or liens on this Property?
336	<input type="checkbox"/>	<input checked="" type="checkbox"/>	96a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?
337			
338	<input type="checkbox"/>	<input checked="" type="checkbox"/>	97. Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form? (A defect is "material," if a reasonable person would attach importance to its existence or non-existence in deciding whether or how to proceed in the transaction.) If "yes," explain: _____
339			
340			
341			
342			
343	<input type="checkbox"/>	<input checked="" type="checkbox"/>	98. Other than water and sewer charges, utility and cable tv fees, your local property taxes, any special assessments and any association dues or membership fees, are there any other fees that you pay on an ongoing basis with respect to this Property, such as garbage collection fees?
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351 RADON GAS Instructions to Owners  
352 By law (N.J.S.A. 26:2D-73), a Property owner who has had his or her Property tested or treated for radon gas may require that information  
353 about such testing and treatment be kept confidential until the time that the owner and a buyer enter into a contract of sale, at which time  
354 a copy of the test results and evidence of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that  
355 owners may waive, in writing, this right of confidentiality. As the owner(s) of this Property, do you wish to waive this right?

356 Yes No *M* *AD*  
357   (Initials)  (Initials)

360 If you responded "yes," answer the following questions. If you responded "no," proceed to the next section.  
361

362 Yes No Unknown  
363   100. Are you aware if the Property has been tested for radon gas? (Attach a copy of each test report if  
364 available.)  
365   101. Are you aware if the Property has been treated in an effort to mitigate the presence of radon gas?  
366 (If "yes," attach a copy of any evidence of such mitigation or treatment.)  
367   102. Is radon remediation equipment now present in the Property?  
368   102a. If "yes," is such equipment in good working order?

#### 370 MAJOR APPLIANCES AND OTHER ITEMS

371 The terms of any final contract executed by the Seller shall be controlling as to what appliances or other items, if any, shall be included  
372 in the sale of the Property. Which of the following items are present in the Property? (For items that are not present, indicate "not  
373 applicable.")

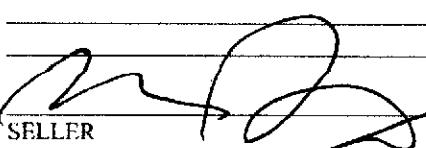
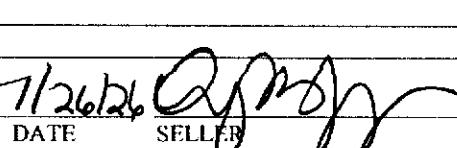
374 Yes No Unknown N/A  
375   103. Electric Garage Door Opener  
376   103a. If "yes," are they reversible? Number of Transmitters ?  
377   104. Smoke Detectors  
378      Battery  Electric  Both How many \_\_\_\_\_  
379      Carbon Monoxide Detectors How many \_\_\_\_\_  
380   105. With regard to the above items, are you aware that any item is not in working order?  
381   105a. If "yes," identify each item that is not in working order or defective and explain the nature  
382 of the problem: \_\_\_\_\_  
383   106.  In-ground pool  Above-ground pool  Pool Heater  Spa/Hot Tub  
384   106a. Were proper permits and approvals obtained?  
385   106b. Are you aware of any leaks or other defects with the filter or the walls or other structural or  
386 mechanical components of the pool or spa/hot tub?  
387   106c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?  
388   107. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)  
389  Refrigerator  
390  Range  
391  Microwave Oven  
392  Dishwasher  
393  Trash Compactor  
394  Garbage Disposal  
395  In-Ground Sprinkler System  
396  Central Vacuum System  
397  Security System  
398  Washer  
399  Dryer  
400  Intercom  
401  Other

402 108. Of those that may be included, is each in working order? *Y* *S*  
403 If "no," identify each item not in working order, explain the nature of the problem: \_\_\_\_\_  
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#### 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.

 1/26/26  1/26/26  
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 Disclosure Statement prior to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this 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

#### ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON

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

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

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

Allison Ziefert 01/26/2026  
SELLER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON DATE  
PROSPECTIVE BUYER'S REAL ESTATE BROKER/  
BROKER-SALESPERSON/SALESPERSON DATE

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

474 Sellers of real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the  
475 Property. This is the case regardless of whether the Seller completes questions 1-108. Sellers must verify their answers to questions 109-  
476 110, and may do so using the Flood Risk Notification Tool located at [www.floodsmart.gov](http://www.floodsmart.gov). Questions 111-117 must be answered  
477 based on the Seller's actual knowledge.

479 Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding  
480 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  
481 rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding.  
482 In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at  
483 greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage  
484 originated in or after 2020.

To learn more about these impacts, including the flood risk to your Property, visit [. To learn more about how to prepare for a flood emergency, visit](#)

489 Yes  No  Unknown

490 [ ]  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?

491

492 [ ]  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?

493

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?

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?

111. Is the Property subject to any requirement under federal law to obtain and maintain flood insurance on the Property?

*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?

*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?

*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.

*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?

If the claim was approved, what was the amount received? \$



526      [ ]      [ ]      116. Has the Property experienced any flood damage, water seepage, or pooled water due to a natural  
 527      flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow?  
 528      If so, how many times? \_\_\_\_\_  
 529      117. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
 530  
 531  
 532  
 533

534 **ACKNOWLEDGMENT OF SELLER**

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

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 547 John D. Doherty      1/25/26      SELLER      DATE  
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 550 John D. Doherty      1/26/26      SELLER      DATE  
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553 **EXECUTOR, ADMINISTRATOR, TRUSTEE (if applicable)**

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

555  
 556  
 557 SIGNED      DATE      SIGNED      DATE  
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560 **RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

561 The undersigned Prospective Buyer acknowledges receipt of this completed Flood Risk Addendum to the Disclosure Statement prior  
 562 to signing a Contract of Sale pertaining to this Property. Prospective Buyer acknowledges that this completed Flood Risk Addendum to  
 563 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  
 564 condition of the Property. Prospective Buyer acknowledges that the Property may be inspected by qualified professionals, at Prospective  
 565 Buyer's expense, to determine the actual condition of the Property. Prospective Buyer further acknowledges that this form is intended to  
 566 provide information relating to the condition of the land, structures, major systems and amenities, if any, included in the sale. This form  
 567 does not address local conditions which may affect a purchaser's use and enjoyment of the Property such as noise, odors, traffic volume,  
 568 etc. Prospective Buyer acknowledges that they may independently investigate such local conditions before entering into a binding contract  
 569 to purchase the Property. Prospective Buyer acknowledges that he or she understands that the visual inspection performed by the Seller's  
 570 real estate broker/broker-salesperson/salesperson does not constitute a professional home inspection as performed by a licensed home  
 571 inspector.

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

586 **ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON**  
587 The undersigned Seller's real estate broker/broker/broker-salesperson/salesperson acknowledges receipt of this completed Flood Risk  
588 Addendum to the Disclosure Statement and that the information contained in this form was provided by the Seller.  
589

590 The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the Property with reasonable  
591 diligence to ascertain the accuracy of the information disclosed by the Seller, prior to providing a copy of the property disclosure statement  
592 to the buyer.  
593

594 The Prospective Buyer's real estate broker/broker/broker-salesperson also acknowledges receipt of this completed Flood Disclosure  
595 Addendum to the Property Disclosure for the purpose of providing it to the Prospective Buyer.  
596

597 *Allison Liefert*

01/26/2026

DATE

598 **SELLER'S REAL ESTATE BROKER/  
599 BROKER-SALESPERSON/SALESPERSON:**

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603 **PROSPECTIVE BUYER'S REAL ESTATE BROKER/  
604 BROKER-SALESPERSON/SALESPERSON:** DATE  
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645 **ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS CONTINUES ON NEXT PAGE**



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

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646 **SOLAR PANEL SYSTEMS** Pursuant to P.L. 2023, c.312

647 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  
648 sunlight as a source of energy for generating electricity or heating, any and all inverters, net meter, wiring, roof supports and any other  
649 equipment pertaining to the Solar Panels (collectively, the "Solar Panel System"). This information may be used, among other purposes,  
650 to prepare a Solar Panel Addendum to be affixed to and made a part of a contract of sale for the Property.

651 Yes  No

653 Is the Property serviced by a Solar Panel System?

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

655 Yes  No  Unknown

656 118. When was the Solar Panel System Installed? \_\_\_\_\_  
657 118a. What is the name and contact information of the business that installed the Solar Panel System?

658 118b. Do you have documents and/or contracts relating to the Solar Panel System? If "yes," please  
659 attach copies to this form.  
660 119. Are SRECs available from the Solar Panel System?  
661 119a. If SRECs are available, when will the SRECs expire? \_\_\_\_\_  
662 120. Is there any storage capacity on the Property for the Solar Panel System?  
663 121. Are you aware of any defects in or damage to any component of the Solar Panel System? If yes,  
664 explain: \_\_\_\_\_  
665 \_\_\_\_\_  
666 \_\_\_\_\_  
667 \_\_\_\_\_  
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669 \_\_\_\_\_  
670 \_\_\_\_\_

**Choose one of the following three options:**

671 122a. The Solar Panel System is financed under a power purchase agreement or other type of financing  
672 arrangement which requires me/us to make periodic payments to a Solar Panel System provider  
673 in order to acquire ownership of the Solar Panel System ("PPA"). If yes, proceed to Section A  
674 below.  
675 122b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below.  
676 122c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further questions.  
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**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.



701 [ ] [ ] [ ] SECTION C - THE SOLAR PANEL SYSTEM IS SUBJECT TO ENERGY CERTIFICATE(S)

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

707  
708 **WATER INTRUSION** Pursuant to N.J.S.A. 56:8-19.1

709 Yes No Unknown

710 [ ]  [ ]

711 135. Are you aware of any water leakage, accumulation or dampness, the presence of mold or other  
712 similar natural substance, or repairs or other attempts to control any water or dampness problem on  
713 the Property? If yes, please describe the nature of the issue and any attempts to repair or control it:  
714 \_\_\_\_\_  
715 \_\_\_\_\_  
716 \_\_\_\_\_

717 If yes, pursuant to New Jersey law, the **buyer** of the real Property is advised to refer to the 'Mold  
718 Guidelines for New Jersey Residents' pamphlet issued by the New Jersey Department of Health  
719 ( \_\_\_\_\_ ) and has the right to request a physical copy of the pamphlet from the  
720 real estate broker, broker-salesperson, or salesperson.

721 **SECONDARY POWER SOURCE** Pursuant to P.L.2025, c19

722 Yes No Unknown

723 [ ] [ ]

724 136. Is there a secondary power source at the Property (i.e. permanently installed combustion  
725 generators, solar panels, battery storage systems, or any other supplemental source of electrical  
726 energy)?  
727 [ ] [ ]

728 136a. If "yes," is a label installed within 18 inches of the main electrical panel and electrical meter  
729 warning of the dangers associated with the secondary power sources?  
730

731 **ACKNOWLEDGMENT OF SELLER**

732 The undersigned Seller affirms that the information set forth in this Disclosure Statement is accurate and complete to the best of Seller's  
733 knowledge, but is not a warranty as to the condition of the Property. Seller hereby authorizes the real estate brokerage firm representing  
734 or assisting the Seller to provide this Disclosure Statement to all prospective buyers of the Property, and to other real estate agents. Seller  
735 alone is the source of all information contained in this statement. \*If the Seller relied upon any credible representations of another, the  
736 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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744 SELLER DATE SELLER DATE  
745 \_\_\_\_\_ 1/26/26 \_\_\_\_\_  
746

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

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

749 \_\_\_\_\_  
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751 SIGNED DATE SIGNED DATE  
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760 **ADDENDUM REGARDING STATUTORY DISCLOSURES & OTHER ITEMS CONTINUES ON NEXT PAGE**

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.

775 PROSPECTIVE BUYER	776 DATE	777 PROSPECTIVE BUYER	778 DATE
779 PROSPECTIVE BUYER	780 DATE	781 PROSPECTIVE BUYER	782 DATE

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

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

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

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

791 <i>Allison Ziefert</i>	792 01/26/2026
793 SELLER'S REAL ESTATE BROKER/ 794 BROKER-SALESPERSON/SALESPERSON:	795 DATE

796 PROSPECTIVE BUYER'S REAL ESTATE BROKER/ 797 BROKER-SALESPERSON/SALESPERSON	798 DATE
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