



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

9

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

15  
 16 *The purpose of the Property Condition Disclosure Statement (“Disclosure Statement”), including the Flood Risk Addendum, is to disclose the  
 17 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  
 18 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  
 19 this form. All prospective buyers of the property are cautioned to carefully inspect the property and to carefully inspect the surrounding area for any  
 20 off-site conditions that may adversely affect the property. Moreover, this Disclosure Statement is not intended to be a substitute for prospective buyer’s  
 21 hiring of qualified experts to inspect the property.*

22  
 23 *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  
 24 the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters, and fireplaces.*

25  
 26 *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  
 27 of residential real property must answer these questions before the purchaser becomes obligated under any contract for the purchase of the property.  
 28 Questions 1 through 108 must be answered to the best of the seller’s knowledge, unless otherwise stated.*

29  
 30 *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  
 31 for all sellers of real property (including both residential and non-residential property). Sellers of real property must answer these questions before the  
 32 purchaser becomes obligated under any contract for the purchase of the property. This is the case regardless of whether a seller completes questions  
 33 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  
 34 Tool located at [flooddisclosure.nj.gov](http://flooddisclosure.nj.gov). Questions 111 through 117 must be answered based on the seller’s actual knowledge.*

35  
 36 *A seller must execute a separate acknowledgement for each portion of the Disclosure Statement that the seller completes. If a seller does not answer  
 37 questions 1 through 108, no acknowledgement is required for that portion. However, the mandatory Flood Risk Addendum must still be completed  
 38 and acknowledged in all cases.*

39  
 40 Lastly, **New Jersey REALTORS® Seller's Property Condition Disclosure Statement**, Form #140, includes an Addendum  
 41 Regarding Statutory Disclosures & Other Items, Questions 118-136a, to be answered to the best of seller’s knowledge as required  
 42 by law.





**NEW JERSEY REALTORS®**  
**SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT**

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56 **Property Address:** 56 Magnolia Avenue

57 Tenafly

**NJ** **07670** ("Property").

60 **Seller:** Barry Posner

62 Hillary Posner

("Seller").

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

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

74 **OCCUPANCY**

75 Yes      No      Unknown

1. Age of House, if known 1917

2. Does the Seller currently occupy this Property?

If not, how long has it been since Seller occupied the Property? \_\_\_\_\_

3. What year did the Seller buy the Property? 2012

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.

83 **ROOF**

84 Yes      No      Unknown

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: \_\_\_\_\_

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

92 Yes      No      Unknown

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?



111  
112  
113  
114  
115  
116  
117

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

119 Yes No Unknown

133 STRUCTURAL ITEMS

134 Yes No Unknown

## ADDITIONS/REMODELS

151 ADDITIONS, REMOVALS

## PLUMBING, WATER AND SEWAGE

160 Yes No Unknown

161 30. What is the source of your drinking water?  
162  Public  Community System  Well on Property  Other(explain) \_\_\_\_\_  
163 31. If your drinking water source is not public, have you performed any tests on the water?  
164 If so, when? \_\_\_\_\_  
165 Attach a copy of or describe the results: \_\_\_\_\_  
166  
167 32. Does the wastewater from any clothes washer, dishwasher, or other appliance discharge to any  
168 location other than the sewer, septic, or other system that services the rest of the Property?  
169 33. When was well installed? \_\_\_\_\_  
170 Location of well? \_\_\_\_\_

171             34. Do you have a softener, filter, or other water purification system?  Leased  Owned  
 172      35. What is the type of sewage system?  
 173       Public Sewer  Private Sewer  Septic System  Cesspool  Other (explain): \_\_\_\_\_  
 174             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?  
 175             37. If Septic System, when was it installed? \_\_\_\_\_  
 176             Location? \_\_\_\_\_  
 177             38. When was the Septic System or Cesspool last cleaned and/or serviced? \_\_\_\_\_  
 178             39. Are you aware of any abandoned Septic Systems or Cesspools on your Property?  
 179             39a. If "yes," is the closure in accordance with the municipality's ordinance? Explain: \_\_\_\_\_  
 180             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 \_\_\_\_\_  
 181             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: \_\_\_\_\_  
 182             42. Are you aware of any shut off, disconnected, or abandoned wells, underground water or sewage tanks, or dry wells on the Property?  
 183             43. Is either the private water or sewage system shared? If "yes," explain: \_\_\_\_\_  
 184             44. Water Heater:  Electric  Fuel Oil  Gas  
 185             Age of Water Heater \_\_\_\_\_  
 186             44a. Are you aware of any problems with the water heater?  
 187             45. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
 188             \_\_\_\_\_  
 189             \_\_\_\_\_  
 190             \_\_\_\_\_  
 191             \_\_\_\_\_  
 192             \_\_\_\_\_  
 193             \_\_\_\_\_  
 194             \_\_\_\_\_  
 195             \_\_\_\_\_  
 196             \_\_\_\_\_  
 197             \_\_\_\_\_  
 198             \_\_\_\_\_  
 199             \_\_\_\_\_

## 200 HEATING AND AIR CONDITIONING

201 Yes    No    Unknown

202      46. Type of Air Conditioning:  
 203       Central one zone  Central multiple zone  Wall/Window Unit  None  
 204      47. List any areas of the house that are not air conditioned: no \_\_\_\_\_  
 205             48. What is the age of Air Conditioning System? \_\_\_\_\_  
 206             49. Type of heat:  Electric  Fuel Oil  Natural Gas  Propane  Unheated  Other  
 207             50. What is the type of heating system? (for example, forced air, hot water or base board, radiator, steam heat) base board and radiant  
 208             51. If it is a centralized heating system, is it one zone or multiple zones? one 5 Zone-Heat  
 209             52. Age of furnace \_\_\_\_\_ Date of last service: \_\_\_\_\_  
 210             53. List any areas of the house that are not heated: \_\_\_\_\_  
 211             54. Are you aware of any tanks on the Property, either above or underground, used to store fuel or other substances?  
 212             55. If tank is not in use, do you have a closure certificate?  
 213             56. Are you aware of any problems with any items in this section? If "yes," explain: \_\_\_\_\_  
 214             \_\_\_\_\_  
 215             \_\_\_\_\_  
 216             \_\_\_\_\_  
 217             \_\_\_\_\_  
 218             \_\_\_\_\_  
 219             \_\_\_\_\_  
 220             \_\_\_\_\_  
 221             \_\_\_\_\_  
 222             \_\_\_\_\_  
 223             \_\_\_\_\_  
 224             \_\_\_\_\_  
 225             \_\_\_\_\_  
 226             \_\_\_\_\_  
 227             \_\_\_\_\_  
 228             \_\_\_\_\_  
 229             \_\_\_\_\_  
 230             \_\_\_\_\_

ds  
BPds  
ABP

## 221 WOODBURNING STOVE OR FIREPLACE

222 Yes    No    Unknown

223             57. Do you have  wood burning stove?  fireplace?  insert?  other  
 224             57a. Is it presently usable?  
 225             58. If you have a fireplace, when was the flue last cleaned? 2023 \_\_\_\_\_  
 226             58a. Was the flue cleaned by a professional or non-professional? pro \_\_\_\_\_  
 227             59. Have you obtained any required permits for any such item?  
 228             60. Are you aware of any problems with any of these items? If "yes," please explain: \_\_\_\_\_  
 229             \_\_\_\_\_  
 230             \_\_\_\_\_

231 **ELECTRICAL SYSTEM**

232 Yes No Unknown

233 61. What type of wiring is in this structure?  Copper  Aluminum  Other  Unknown  
 234 62. What amp service does the Property have?  60  100  150  200  Other  Unknown  
 235 63. Does it have 240 volt service? Which are present  Circuit Breakers,  Fuses or  Both?  
 236 64. Are you aware of any additions to the original service?  
 237 If "yes," were the additions done by a licensed electrician? Name and address: updated; see  
information on circuit breaker panel

240    

241 65. If "yes," were proper building permits and approvals obtained?  
 242 66. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?  
 243 67. Explain any "yes" answers that you give in this section: \_\_\_\_\_  
 \_\_\_\_\_

246 **LAND (SOILS, DRAINAGE AND BOUNDARIES)**

247 Yes No Unknown

248 68. Are you aware of any fill or expansive soil on the Property?  
 249 69. Are you aware of any past or present mining operations in the area in which the Property is  
 250 located?  
 251 70. Is the Property located in a flood hazard zone?  
 252 71. Are you aware of any drainage or flood problems affecting the Property?  
 253 72. Are there any areas on the Property which are designated as protected wetlands?  
 254 73. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or  
 255 other easements affecting the Property?  
 256 74. Are there any water retention basins on the Property or the adjacent properties?  
 257 75. Are you aware if any part of the Property is being claimed by the State of New Jersey as land  
 258 presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain: \_\_\_\_\_  
 259  
 260  
 261 76. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls,  
 262 bulkheads, etc.) or maintenance agreements regarding the Property?  
 263 77. Explain any "yes" answers to the preceding questions in this section: \_\_\_\_\_  
 264  
 265  
 266 78. Do you have a survey of the Property?

268 **ENVIRONMENTAL HAZARDS**

269 Yes No Unknown

270 79. Have you received any written notification from any public agency or private concern informing you  
 271 that the Property is adversely affected, or may be adversely affected, by a condition that exists on a  
 272 property in the vicinity of this Property? If "yes," attach a copy of any such notice currently in your  
 273 possession.  
 274 79a. Are you aware of any condition that exists on any property in the vicinity which adversely affects,  
 275 or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water,  
 276 and/or physical structures present on this Property? If "yes," explain: \_\_\_\_\_  
 277  
 278 80. Are you aware of any underground storage tanks (UST) or toxic substances now or previously  
 279 present on this Property or adjacent property (structure or soil), such as polychlorinated biphenyl  
 280 (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium,  
 281 thorium, lead or other hazardous substances in the soil? If "yes," explain: \_\_\_\_\_  
 282  
 283 81. Are you aware if any underground storage tank has been tested?  
 284 (Attach a copy of each test report or closure certificate if available.)  
 285 82. Are you aware if the Property has been tested for the presence of any other toxic substances, such  
 286 as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?  
 287 (Attach copy of each test report if available.)  
 288 83. If "yes" to any of the above, explain: \_\_\_\_\_  
 289  
 290

291             83a. If "yes" to any of the above, were any actions taken to correct the problem? Explain: \_\_\_\_\_

292

293              84. Is the Property in a designated Airport Safety Zone?

294

295

**296 DEED RESTRICTIONS, SPECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS  
297 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

**321 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

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

357  

358   
 358 (Initials)   
 358 (Initials)

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

361 Yes      No      Unknown

362  

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  

366 101. Are you aware if the Property has been treated in an effort to mitigate the presence of radon gas?  
 367 (If "yes," attach a copy of any evidence of such mitigation or treatment.)

368  

369 102. Is radon remediation equipment now present in the Property?

370  

371 102a. If "yes," is such equipment in good working order?

372 **MAJOR APPLIANCES AND OTHER ITEMS**

373 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  
 374 in the sale of the Property. Which of the following items are present in the Property? (For items that are not present, indicate "not  
 375 applicable.")

376 Yes      No      Unknown      N/A

377  

378 103. Electric Garage Door Opener

379  

380 103a. If "yes," are they reversible? Number of Transmitters 2 \_\_\_\_\_

381  

382 104. Smoke Detectors

383  Battery  Electric  Both How many \_\_\_\_\_

384  Carbon Monoxide Detectors How many 4 \_\_\_\_\_

385 Location \_\_\_\_\_

386  

387 105. With regard to the above items, are you aware that any item is not in working order?

388 105a. If "yes," identify each item that is not in working order or defective and explain the nature  
 389 of the problem: need to be reattached. disconnected voluntarily \_\_\_\_\_

390  

391 106.  In-ground pool  Above-ground pool  Pool Heater  Spa/Hot Tub

392  

393 106a. Were proper permits and approvals obtained?

394  

395 106b. Are you aware of any leaks or other defects with the filter or the walls or other structural or  
 396 mechanical components of the pool or spa/hot tub?

397  

398 106c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?

399 107. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)

400  Refrigerator

401  Range

402  Microwave Oven

403  Dishwasher

404  Trash Compactor

405  Garbage Disposal

406  In-Ground Sprinkler System

407  Central Vacuum System

408  Security System

409  Washer

410  Dryer

411  Intercom

412  Other

413 108. Of those that may be included, is each in working order?

414 If "no," identify each item not in working order, explain the nature of the problem: \_\_\_\_\_

**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

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418 **419 DocuSigned by:**

<i>Barry Posner</i>	11/20/2025   22:59 CST	
SELLER E313A9E7F5CD465...	DATE	SELLER
<i>Hillary B Posner</i>	11/20/2025   07:21 PST	
SELLER 82D934645E...	DATE	SELLER

---

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

421 The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.  
 422

SIGNED	DATE	SIGNED	DATE
--------	------	--------	------

---

**423 RECEIPT AND ACKNOWLEDGMENT BY PROSPECTIVE BUYER**

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

PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE
PROSPECTIVE BUYER	DATE	PROSPECTIVE BUYER	DATE

---

**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 DocuSigned by:**

<i>Stacy Esser</i>	11/20/2025   11:56 NST
SELLER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON	DATE
PROSPECTIVE BUYER'S REAL ESTATE BROKER/ BROKER-SALESPERSON/SALESPERSON	DATE

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**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 [njreal.to/flood-disclosure](http://njreal.to/flood-disclosure). 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.

485  
 486 To learn more about these impacts, including the flood risk to your Property, visit [njreal.to/flood-disclosure](http://njreal.to/flood-disclosure). To learn more about how to  
 487 prepare for a flood emergency, visit [njreal.to/flood-planning](http://njreal.to/flood-planning).

489 Yes	490 No	491 Unknown	492
[ ]	☒		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?  <i>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.</i>
[ ]	☒	[ ]	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?  <i>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.</i>
[ ]	☒	[ ]	113. Is there flood insurance on the Property?  <i>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.</i>
[ ]	☒	[ ]	114. Is there a FEMA elevation certificate available for the Property? If so, the elevation certificate must be shared with the buyer.  <i>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.</i>
[ ]	☒	[ ]	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? \$ _____
[ ]	☒	[ ]	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?  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.

DocuSigned by:	Barry Posner	11/20/2025   22:59 CST	
SELLER	1E719AE7F5CD465...	DATE	SELLER
DocuSigned by:	Hillary B Posner	11/20/2025   07:21 PST	
SELLER	18FED82D934645E...	DATE	SELLER

**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 \_\_\_\_\_

586	<b>ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON</b>
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	<small>DocuSigned by:</small>
597	 Stacy Eser
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
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645	<b>ADDENDUM REGARDING STATUTORY DISCLOSURES &amp; OTHER ITEMS CONTINUES ON NEXT PAGE</b>



**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 PL.2023, c312**

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

[ ]     

Is the Property serviced by a Solar Panel System?

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

656 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? If "yes," please attach copies to this form.

[ ]            [ ]

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)**

[ ]  [ ] 133. Are Solar Transition Renewable Energy Certificates ("TRECs") available from the Solar Panel System?  
 [ ]  [ ] 133a. If TRECs are available, when will the TRECs expire? \_\_\_\_\_  
 [ ]  [ ] 134. Are Solar Renewable Energy Certificates II ("SREC II's") available from the Solar Panel System?  
 [ ]  [ ] 134a. If SREC II's are available, when will the SREC II's expire? \_\_\_\_\_

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

Yes    No    Unknown

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

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 ([njreal.to/mold-guidelines](http://njreal.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

Yes    No    Unknown

[ ]  136. Is there a secondary power source at the Property (i.e. permanently installed combustion generators, solar panels, battery storage systems, or any other supplemental source of electrical energy)?  
 [ ]  136a. If "yes," is a label installed within 18 inches of the main electrical panel and electrical meter warning of the dangers associated with the secondary power sources?

**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.

DocuSigned by:

 Barry Posner	11/20/2025   22:59 CST		
SELLER: 18F1RA9E7F5CD465... DocuSigned by:	DATE	SELLER	DATE
 Hillary B Posner	11/20/2025   07:21 PST		
SELLER: 18F188D82D934645E...	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
--------	------	--------	------

**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.

773 PROSPECTIVE BUYER

774 DATE

PROSPECTIVE BUYER

DATE

775 PROSPECTIVE BUYER

776 DATE

PROSPECTIVE BUYER

777 DATE

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

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

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

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

786 DocuSigned by:  
*Stacy Eser*

787 11/20/2025 | 11:56 NST

788 SELLER'S REAL ESTATE BROKER/  
789 BROKER-SALESPERSON/SALESPERSON:

790 DATE

791 PROSPECTIVE BUYER'S REAL ESTATE BROKER/  
792 BROKER-SALESPERSON/SALESPERSON

793 DATE