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X



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

 $\ \, \mathbb{C}$ 2018, New Jersey REALTORS**

			Summit	NJ	07901
Seller:_	Jenni f	er Gass			
Jeffre	y Che	ng			
forth beloaddressed are cautionaffect the to inspect	ow. The d in this oned to Proper t the Pro	Seller is awar printed form carefully insp ty. Moreover, to operty.	e Statement is to disclose, to the best of Seller's knowledge, the condition of the re that he or she is under an obligation to disclose any known material defects a Seller alone is the source of all information contained in this form. All prospected the Property and to carefully inspect the surrounding area for any off-site conthis Disclosure Statement is not intended to be a substitute for prospective buyer's multiple units, systems and/or features, please provide complete answers on all property in the singular such as if a dupley has multiple furnaces, water bestern	in the Proper tive buyers of aditions that a s hiring of qu such units, sy	ty even if no f the Propert may adversel alified expert estems and/o
leatures (even ii t	ne question is	phrased in the singular, such as if a duplex has multiple furnaces, water heaters	ана пгеріас	es.
OCCUP	ANCY				
Yes	No	Unknown	1 A C. I.I		
×	[]	[]	 Age of House, if known <u>1915</u> Does the Seller currently occupy this property? 		
IXI	LJ		If not, how long has it been since Seller occupied the property?		
			3. What year did the seller buy the property? 2019		
[]	[]		3a. Do you have in your possession the original or a copy of the deed evidence property? If "yes," please attach a copy of it to this form.	cing your ow	nership of th
ROOF					
Yes	No	Unknown			
		[]	4. Age of roof <u>2008</u>		
[]	X		5. Has roof been replaced or repaired since seller bought the property?		
[]	X		6. Are you aware of any roof leaks? 7. Explain any "yes" answers that you give in this section:		
ATTIC	RASEN	MENTS AND	• CRAWL SPACES (Complete only if applicable)		
Yes	No	Unknown	Complete only if applicable)		
[]	X		8. Does the property have one or more sump pumps?		
	X		8a. Are there any problems with the operation of any sump pump?		
[]	X		9. Are you aware of any water leakage, accumulation or dampness within the	e basement o	r crawl space
[]			or any other areas within any of the structures on the property?		
[]	X		9a. Are you aware of the presence of any mold or similar natural substance we spaces or any other areas within any of the structures on the property?	thin the base	ment or crav

11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify





location. _

Yes No Unknown 30. What is the source of your drinking water? □ Public □ Community System □ Well on Property □ Other (explain) [] [X] 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.

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153 154 155 156 157 158 159 160 161 162 163 56. Do you have □ wood burning stove? □ fireplace? □ insert? □ other 164 X 56a. Is it presently usable? 165 []57. If you have a fireplace, when was the flue last cleaned? ___ 166 []57a. Was the flue cleaned by a professional or non-professional? 167 []58. Have you obtained any required permits for any such item? 168 59. Are you aware of any problems with any of these items? If "yes," please explain: __ 169 170 NJ REALTORS® | Form 140 | 10/2019 Page 3 of 9

ELECTI	RICAL	SYSTEM	
Yes	No	Unknown	
			60. What type of wiring is in this structure? □ Copper □ Aluminum □ Other 및 Unknown
			61. What amp service does the property have? □ 60 □ 100 □ 150 □ 200 □ Other ☑ Unknown
[]	[]	[X]	62. Does it have 240 volt service? Which are present \(\mathbb{\text{\text{\text{\text{\text{240}}}}}\) Fuses or \(\mathbb{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{e}}}}}}}\) Both?
[]	[]	X	63. Are you aware of any additions to the original service?
LJ	LJ	^	If "yes," were the additions done by a licensed electrician? Name and address:
F.3	F.3	0.7	
[]	[]	[X]	64. If "yes," were proper building permits and approvals obtained?
[]	X		65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair? 66. Explain any "yes" answers you give in this section:
AND (S	SOILS,	DRAINAGE	E AND BOUNDARIES)
Yes	No	Unknown	
[]	[x]		67. Are you aware of any fill or expansive soil on the property?
[]	[k]		68. Are you aware of any past or present mining operations in the area in which the property is located?
[]	[x]		69. Is the property located in a flood hazard zone?
[]	[x]		70. Are you aware of any drainage or flood problems affecting the property?
		F 7	
[]	[x]	[]	71. Are there any areas on the property which are designated as protected wetlands?
[]	\mathbf{k}		72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage or
			other easements affecting the property?
[]	k		73. Are there any water retention basins on the property or the adjacent properties?
[]	k		74. Are you aware if any part of the property is being claimed by the State of New Jersey as land presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:
M	[]		75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, bulkheads, etc.) or maintenance agreements regarding the property?
			76. Explain any "yes" answers to the preceding questions in this section: Shared breezeway area and hatch door entrance with other co-op units
[]	X		77. Do you have a survey of the property?
		NTAL HAZA	ARDS
		Unknown	
[]	[k]		78. Have you received any written notification from any public agency or private concern informing you that the property is adversely affected, or may be adversely affected, by a condition that exists on a property in the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
[]	k		78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects, or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and/or physical structures present on this property? If "yes," explain:
[]	[k]		79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously present on this property or adjacent property (structure or soil), such as polychlorinated biphenyl (PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium, lead or other hazardous substances in the soil? If "yes," explain:
[]	[x]		80. Are you aware if any underground storage tank has been tested?
r 3	FJ	r a	(Attach a copy of each test report or closure certificate if available).
[]	[x]	[]	81. Are you aware if the property has been tested for the presence of any other toxic substances, such
			as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others?
			(Attach copy of each test report if available).
			82. If "yes" to any of the above, explain:

	LJ		82a. If "yes" to any of the above, were any actions taken to correct the problem? Explain:
[]	X	[]	83. Is the property in a designated Airport Safety Zone?
		CTIONS, S	PECIAL DESIGNATIONS, HOMEOWNERS ASSOCIATION/CONDOMINIUMS
AND CO Yes	-OPS No	Unknown	
[]	[K]	Chkhowh	84. 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?
[X] [X]	[]		85. Is the property part of a condominium or other common interest ownership plan? 85a. If so, is the property subject to any covenants, conditions, or restrictions as a result of its being part
X	[]		of a condominium or other form of common interest ownership? 86. 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?
[]	[]		86a. If so, what is the Association's name and telephone number? Beauvoir Avenue Corp
[x	[]	[]	86b. If so, are there any dues or assessments involved?
F 3	6.7		If "yes," how much? \$450 per month (inclusive of property taxes)
[]	[X]		87. Are you aware of any defect, damage, or problem with any common elements or common areas that materially affects the property?
[]	[]	Χ	88. Are you aware of any condition or claim which may result in an increase in assessments or fees?
[]	×	[]	89. Since you purchased the property, have there been any changes to the rules or by-laws of the Association that impact the property?
			90. Explain any "yes" answers you give in this section: Co-op requires units to be owner-occupied
Yes	No	OUS Unknown	
[]	[k]		91. 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?
[]	[K] [K]		92. Are you aware of any violations of Federal, State or local laws or regulations relating to this property? 93. 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.
[]	[k]		94. 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?
[x]	[]	[]	95. Are there mortgages, encumbrances or liens on this property?
[]	[k]		95a. Are you aware of any reason, including a defect in title, that would prevent you from conveying clear title?
[]	[k]		96. 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:
[]	[X]		97. Other than water and sewer charges, utility and cable to 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? 98. Explain any other "yes" answers you give in this section:
			Monthly maintenance fee covers taxes, sewer & water, gutter
			maintenance, snow removal, and administrative fees.
			There is a mortgage on the property

291	RADON GAS Instructions to Owners							
292	By law (N	J.S.A.	26:2D-73), a p	property	owner who has had his or her property tested or treated for radon gas may require that information			
293	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							
294	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							
295	owners may waive, in writing, this right of confidentiality. As the owner(s) of this property, do you wish to waive this right?							
296	Yes	No		DS	Ds			
297	X	[]	1.1	6				
298	£.3	ГЛ	Ini	tials)	(Initials)			
299			(1111	cicis)	(III(IIII))			
300	If you rec	nonde	d "yes " onew	or the fol	llowing questions. If you responded "no," proceed to the next section.			
301	ii you'ies	pondec	a yes, answe	or the for	nowing questions. If you responded no, proceed to the next section.			
	Vac	Nie	I Independent					
302	Yes	No	Unknown	00.4				
303	X	[]			Are you aware if the property has been tested for radon gas? (Attach a copy of each test report if			
304	F.3	5.0		available.)				
305	[]	X]		100. Are you aware if the property has been treated in an effort to mitigate the presence of radon gas?				
306					(If "yes," attach a copy of any evidence of such mitigation or treatment.)			
307	[]	X			Is radon remediation equipment now present in the property?			
308	[]	$[\mathbf{X}]$		101a	. If "yes," is such equipment in good working order?			
309								
310								
311	MAJOR	APPL	IANCES AN	D OTH	ER ITEMS			
312	The term	s of an	y final contra	ict execu	ted by the seller shall be controlling as to what appliances or other items, if any, shall be included			
313					f the following items are present in the property? (For items that are not present, indicate "not			
314	applicable	e.")						
315	1.1	,						
316	Yes	No	Unknown	N/A				
317	[]	[]		×	102. Electric Garage Door Opener			
318	[]	[]		[]	102a. If "yes," are they reversible? Number of Transmitters			
319	[x]	[]	[]	[]	103 Smoke Detectors			
320	L X L	LJ	ГЛ	ΓJ	Battery □ Electric □ Both How many □ Carbon Monoxide Detectors How many 4 Leasting One man floor including because the			
321					Carbon Monovide Detectors How many			
322					Location One per floor including basement			
323	г٦	гп		F 7	104. With regard to the above items, are you aware that any item is not in working order?			
324	[]	[]		[]	104a. If "yes," identify each item that is not in working order or defective and explain the nature			
325					of the problem:			
326								
327	F.3	F 3		6.7	105 DI 1 1 DAI 1 1 DD 111 - DC /II / TI			
328	[]		F.3	X	105. □ In-ground pool □ Above-ground pool □ Pool Heater □ Spa/Hot Tub			
329	[]	[]	[]	[x]	105a. Were proper permits and approvals obtained?			
330	[]	[]		\mathbf{x}	105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or			
331					mechanical components of the pool or spa/hot tub?			
332	[]	[]		[]	105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?			
333					106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)			
334					[X] Refrigerator			
335					[X] Range			
336					[X] Microwave Oven			
337					[x] Dishwasher			
338					[] Trash Compactor			
339					[] Garbage Disposal			
340					[] In-Ground Sprinkler System			
341					[] Central Vacuum System			
342					Security System			
343					[x] Washer			
344					[x] Dryer			
345					[] Intercom			
346					Other			
347	[]	[]	[]		107. Of those that may be included, is each in working order?			
348	[x]	ΓJ	ΓJ		If "no," identify each item not in working order, explain the nature of the problem:			
349					in the fidentity each item not in working order, explain the nature of the problem.			
350								

Yes	No	Unknown	
		[]	108. When was the Solar Panel System Installed?
[]	[]	[]	109. Are SRECs available from the Solar Panel System?
		[]	109a. If SRECs are available, when will the SRECs expire?
[]	[]	[]	110. Is there any storage capacity on your Property for the Solar Panel System?111. Are you aware of any defects in or damage to any component of the Solar Panel System? If you explain:
			112. Choose one of the following three options:
[]			112a. The Solar Panel System is financed under a power purchase agreement or other type of financial arrangement which requires me/us to make periodic payments to a Solar Panel System provide in order to acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to Section below.
[]			112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below.
[]			112c. I/we own the Solar Panel System outright. If yes, you do not have to answer any further question
			SECTION A - THE SOLAR PANEL SYSTEM IS SUBJECT TO A PPA
		[]	113. What is the current periodic payment amount? \$
		[]	114. What is the frequency of the periodic payments (check one)? \square Monthly \square Quarterly
		[]	115. What is the expiration date of the PPA, which is when you will become the owner of the Solar Par System? ("PPA Expiration Date")
[]	[]	[]	116. Is there a balloon payment that will become due on or before the PPA Expiration Date? 117. If there is a balloon payment, what is the amount? \$
			118. Choose one of the following three options:
[]			118a. Buyer will assume my/our obligations under the PPA at Closing.
[]			118b. I/we will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Sol Panel System can be included in the sale free and clear.
[]			118c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obta cancellation of the PPA as of the Closing.
			SECTION B - THE SOLAR PANEL SYSTEM IS SUBJECT TO A LEASE
		[]	119. What is the current periodic lease payment amount? \$
		[] []	120. What is the frequency of the periodic lease payments (check one)? ☐ Monthly ☐ Quarterly 121. What is the expiration date of the lease?
			122. Choose one of the following two options:
[]			122a. Buyer will assume our obligations under the lease at Closing.
[]			122b. I/we will obtain an early termination of the lease and will remove the Solar Panel System prior

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	operty and lacks the personal knowledge necessary to complete this Disclosu
	DATE
The undersigned Prospective Buyer acknowledges receipt of this Property. Prospective Buyer acknowledges that this Disc	of this Disclosure Statement prior to signing a Contract of Sale pertaining closure Statement is not a warranty by Seller and that it is Prospective Buye
this Property. Prospective Buyer acknowledges that this Discresponsibility to satisfy himself or herself as to the condition inspected by qualified professionals, at Prospective Buyer's further acknowledges that this form is intended to provide in amenities, if any, included in the sale. This form does not at the property such as noise, odors, traffic volume, etc. Prospeconditions before entering into a binding contract to purch	contract of Sale pertaining a Contract of Sale pertaining aclosure Statement is not a warranty by Seller and that it is Prospective Buyer on of the Property. Prospective Buyer acknowledges that the Property may expense, to determine the actual condition of the Property. Prospective Buyer acknowledges that the condition of the land, structures, major systems a address local conditions which may affect a purchaser's use and enjoyment acknowledges that they may independently investigate such longes the property. Prospective Buyer acknowledges that he or she understantate broker/broker-salesperson/salesperson does not constitute a profession
The undersigned Prospective Buyer acknowledges receipt of this Property. Prospective Buyer acknowledges that this Discresponsibility to satisfy himself or herself as to the condition inspected by qualified professionals, at Prospective Buyer's further acknowledges that this form is intended to provide in amenities, if any, included in the sale. This form does not at the property such as noise, odors, traffic volume, etc. Prospeconditions before entering into a binding contract to purch that the visual inspection performed by the Seller's real estimates the property of the seller's real e	of this Disclosure Statement prior to signing a Contract of Sale pertaining sclosure Statement is not a warranty by Seller and that it is Prospective Buyer on of the Property. Prospective Buyer acknowledges that the Property may expense, to determine the actual condition of the Property. Prospective Buyer formation relating to the condition of the land, structures, major systems a address local conditions which may affect a purchaser's use and enjoyment sective Buyer acknowledges that they may independently investigate such lonase the property. Prospective Buyer acknowledges that he or she understantate broker/broker-salesperson/salesperson does not constitute a professio
The undersigned Prospective Buyer acknowledges receipt of this Property. Prospective Buyer acknowledges that this Discresponsibility to satisfy himself or herself as to the condition inspected by qualified professionals, at Prospective Buyer's further acknowledges that this form is intended to provide in amenities, if any, included in the sale. This form does not at the property such as noise, odors, traffic volume, etc. Prospeconditions before entering into a binding contract to purch that the visual inspection performed by the Seller's real est home inspection as performed by a licensed home inspector	of this Disclosure Statement prior to signing a Contract of Sale pertaining aclosure Statement is not a warranty by Seller and that it is Prospective Buyer on of the Property. Prospective Buyer acknowledges that the Property may expense, to determine the actual condition of the Property. Prospective Buyer formation relating to the condition of the land, structures, major systems a address local conditions which may affect a purchaser's use and enjoyment fective Buyer acknowledges that they may independently investigate such lease the property. Prospective Buyer acknowledges that he or she understate broker/broker-salesperson/salesperson does not constitute a profession.
The undersigned Prospective Buyer acknowledges receipt of this Property. Prospective Buyer acknowledges that this Distresponsibility to satisfy himself or herself as to the condition inspected by qualified professionals, at Prospective Buyer's further acknowledges that this form is intended to provide in amenities, if any, included in the sale. This form does not at the property such as noise, odors, traffic volume, etc. Prospeconditions before entering into a binding contract to purch that the visual inspection performed by the Seller's real est home inspection as performed by a licensed home inspector.  PROSPECTIVE BUYER	of this Disclosure Statement prior to signing a Contract of Sale pertaining closure Statement is not a warranty by Seller and that it is Prospective Buyer on of the Property. Prospective Buyer acknowledges that the Property may expense, to determine the actual condition of the Property. Prospective Bu information relating to the condition of the land, structures, major systems a address local conditions which may affect a purchaser's use and enjoyment excive Buyer acknowledges that they may independently investigate such lonase the property. Prospective Buyer acknowledges that he or she understated broker/broker-salesperson/salesperson does not constitute a profession.  DATE

471	ACKNOWLEDGMENT OF REAL ESTATE BROKER/BRO									
472 473	The undersigned Seller's real estate broker/broker-salesperson/sal form and that the information contained in the form was provided	lesperson acknowledges receipt of the Property Disclosure Statement								
474	The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable									
475	diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement									
476	to the buyer.	71 1 0 17 1 1 7								
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479 480	Junifer Miller  BODIO SELLER'S REAL ESTATE BROKER/	9/26/2023   2:08 PM EDT								
481	SELLER'S REAL ESTATE BROKER/	DATE								
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486	PROSPECTIVE BUYER'S REAL ESTATE BROKER/	DATE								
487	BROKER-SALESPERSON/SALESPERSON:									
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