



SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT VACANT LAND ZONED FOR RESIDENTIAL USE ONLY

State of Delaware

Approved by the Delaware Real Estate Commission 5/11/17 (effective 10/1/17)

Seller(s) Name: Old Town Lewes, LP

Property Address: Lots 1 - 85, Olde Town at Whites Pond, Lewes, Delaware

Date Purchased:

Chapter 25, Title 6 of the Delaware Code, requires a Seller of vacant land zoned for residential use, and marketed as appropriate for the construction of a dwelling for 1-4 families, to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission, and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement. State websites containing helpful information include: Office of State Planning Coordination www.stateplanning.delaware.gov, Delaware Department of Natural Resources and Environmental Control dnrec.alpha.delaware.gov, Delaware Division of Public Health www.dhss.delaware.gov/dhss/dph, Delaware State Police Sex Offender Registry www.sexoffender.dsp.delaware.gov and other agencies listed on www.delaware.gov.

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section VIII.
			I. OCCUPANCY
	X		1. Is the property encumbered by a (☐ lease), (☐ option to purchase), or (☐ first right of refusal)? If Yes, describe in VIII.
			II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS
X			2. Is the property subject to any deed restrictions? If Yes, describe in VIII.
X			3. Is the property part of a condominium or other common ownership?
			4. If #3 is Yes, Seller warrants that the property (___ is) or (X is not) exempt from providing the buyer with a Public Offering Statement as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If not exempt, in compliance with §317A of Chapter 3, Title 25, Seller has attached a copy of all documents in the chain of title that create any financial obligation for the buyer, and a written summary of all financial obligations created by documents in

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Seller's Initials N/A Seller's Initials Buyer's Initials Buyer's Initials

Yes	No	*	* Write in <i>U</i> if Unknown or <i>NA</i> if Not Applicable, otherwise mark either the Yes or No column. Where selections are requested, place a check mark next to each correct answer or fill in the correct answer. Certain answers require a further explanation in Section VIII.
			the chain of title. As evidenced by signature below, buyer has received a copy of these documents.
X			5. Is there a (<u>X</u> Homeowners Association), (___ Condominium Association), (___ Civic Association), or (___ Maintenance Corporation) included in the deed?
X			6. Is there a capital contribution fee due by a new owner to the Association? If yes, how much <u>\$4,000</u> ?
X			7. If #6 is Yes, are there any (___ fees), (___ dues), (<u>X</u> assessments), or (___ bonds) involved? <u>\$2,000 - Working Capital</u> If Yes, how much? <u>\$3,000 per year projected before amenity</u> and how often? <u>Quarterly or as otherwise approved the Board</u> <u>\$3,130 per year projected after amenity</u> of Directors <u>\$2,000 - Reserve Fund</u> Are they (<u>X</u> Mandatory) or (___ Voluntary)?
	X		8. Is there any defect, damage, or problem with any common elements or common areas? If Yes, describe in VIII.
	X		9. Is there any condition or claim which may result in an increase in assessments or fees? If Yes, describe in VIII.
X			10. Is architectural review required for the approval of any structure? 11. Name of Association Representative: <u>TBD</u> Phone # _____ Representative E-mail Address: _____
	X		12. Are you aware of any unusual bonds or assessments for improvements that apply to this property or the surrounding area? If Yes, describe in VIII.
	X		13. Is the property subject to any agreements concerning affordable housing or workforce housing?
			14. Snow removal or deicing services on dedicated, public streets within the community are the responsibility of: ☒ The community Homeowners Association (HOA) pending the completion of the streets by the developer or homebuilder and the acceptance of the <u>State</u> into their maintenance system, or ☐ The community Homeowners Association (HOA). <u>City of Lewes</u>
			III. TITLE / ZONING INFORMATION
X			15. Are you aware of any right-of-ways, easements, or similar matters that may affect the property? If Yes, describe in VIII.
X			16. Are you aware of any shared maintenance agreements affecting the property? If Yes, describe in VIII.
	X		17. Are you aware of any variance, zoning, non-conforming use, or setback violations? If Yes, describe in VIII.
		N/A	18. Has the variance or non-conforming use expired or would not be transferable? If Yes, describe in VIII.
		N/A	19. Are there any unpaid assessments? If Yes, indicate amount _____.
		N/A	20. Do you have knowledge of any future assessments? If Yes, describe in VIII.
		N/A	21. Does the amount owed on your mortgages and other liens exceed the estimated value of the property?
		N/A	22. If Yes, are additional funds available from Seller for settlement?
			23. Is your property owned (<u>X</u> In fee simple) or (___ Leasehold) or (___ Cooperative)?
			IV. MISCELLANEOUS
	X		24. Are you aware of any existing or threatened legal action affecting this property? If Yes, describe in VIII.
	X		25. Do you know of any violations of local, state, federal laws, or regulations relating to this property? If Yes, describe in VIII.
			26. What is the type of trash disposal? (☐ Private) (☒ Municipal) or (☐ Other _____).
			27. The cost of repairing and paving the streets adjacent to the property is paid for by: ☐ The property owner(s), estimated fees: \$ _____ ☐ Delaware Department of Transportation or the State of Delaware ☒ City/Town UPON COMPLETION AND ACCEPTANCE - PRIOR TO THE SAME, IT IS THE RESPONSIBILITY OF THE DEVELOPER OR ASSOCIATION. HAYWAGON LANE IS NOT A CITY STREET AND WILL BE OWNED AND MAINTAINED BY THE ASSOCIATION ☒ Other - see note above ☐ Unknown
			Note to Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)

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Seller's Initials NA Seller's Initials _____ Buyer's Initials _____ Buyer's Initials _____

Yes	No	*
X	X	
	X	
X		
	X	
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	X	
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		U
X		
		U
	X	
X		

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There will be spaces at the pool and pool house to be used for the same. Otherwise, no off street parking is provided by developer

28. Is off street parking available for this property? If Yes, number of spaces available: By Delaware Law, the builder contracting with an owner to build a new dwelling for one or two families must offer an option of purchasing an automatic fire sprinkler system or other requested fire suppression system. For more information ask your builder and visit: <http://www.statefiremarshal.delaware.gov/> or for the brochure: http://www.statefiremarshal.delaware.gov/pdfs/Home_Sprinkler_Brochure.pdf

29. Have you received notice from any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions? If Yes, describe in XVI.

30. Is there anything else you should disclose to a prospective Buyer because it may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, threat of condemnation, noise, bright lights, odors, or other nuisances, etc.? If Yes to any, describe in XVI.

V. ENVIRONMENTAL HAZARDS

31. Are you aware of any present or previous underground storage tanks (UST) or toxic substances present on this property (structure or soil) such as PCB's, solvents, hydraulic fluid, petro chemicals, hazardous wastes, or others? If Yes, describe in detail in section VIII.

32. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If Yes, describe in VIII.

33. Are there now or have there been any underground storage tanks on the property? For (___ heating fuel), (___ propane), (___ septic), or (___ Other _____). If Yes, describe locations in XVI

34. If the tank was abandoned, was it done with all necessary permits and properly abandoned?

VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)

35. Is there any fill or expansive soil on the property?

36. Do you know of any sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the property or in the immediate neighborhood? If Yes, describe in VIII.

37. Is the property located in a flood zone? The property is not impacted by the 100 year floodplain as determined by FEMA Panel 10005C0194K dated March 16, 2015

38. Do you know of any encroachments, boundary line disputes, or easements affecting the property? If Yes, describe in VIII.

39. Are there any tax ditches crossing or bordering the property?

40. Are there any swales crossing the property that are under the control of a Soil and Conservation District? If Yes, describe in VIII.

41. Is any part of the property considered wetlands?

42. Are there any drainage or flood problems affecting the property? If Yes, describe in XVI

43. Has the property ever been surveyed?

44. Are the boundaries of the property marked in any way?

VII. PLUMBING-RELATED ITEMS

45. What is the type of sewage system? (☒ Public Sewer) (___ Community Sewer) (___ Septic System)

46. If septic, type: (___ Gravity Fed) (___ Capping Fill) (___ LPP) (___ Mound) (___ Holding Tank) (___ Other: _____)

47. Has a site evaluation been performed on the property in the last five years?

48. If YES to Question 47?, has the evaluation been made available to the Buyer(s)

49. Is there a wastewater spray irrigation system installed on or adjacent to the property?

50. What is the drinking water source? City of Lewes Board of Public Works

51. If drinking water supplied by utility, name of utility: City of Lewes Board of Public Works

52. Are there any (___ sewer \$ _____) or (___ water \$ _____) connection charges to be paid by the buyer? **TO BE VERIFIED BY BUYER AT TIME OF CONTRACT**

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ACKNOWLEDGMENT OF SELLER

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

SELLER  Date 12/28/2022 SELLER _____ Date _____
SELLER _____ Date _____ SELLER _____ Date _____

Date the contents of this Report were last updated: 12/28/2022

ACKNOWLEDGMENT OF BUYER

Buyer understands there may be areas of the property of which Seller has no knowledge and this report does not encompass those areas. Buyer has received and read a signed copy of this report. Buyer understands that before signing an Agreement of Sale, Buyer may review the applicable Master Plan or Comprehensive Land Use Plan for the County and / or appropriate City or Town Plans showing planned land uses, zoning, roads, highways, locations, and nature of current or proposed parks and other public facilities. This is a legally binding document. If not understood, an attorney should be consulted.

BUYER _____ Date _____ BUYER _____ Date _____
BUYER _____ Date _____ BUYER _____ Date _____