



**SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT  
NEW CONSTRUCTION ONLY  
State of Delaware**

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

**Seller(s) Name:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**When Was the Home Completed:** \_\_\_\_\_ **Date Purchased:** \_\_\_\_\_

**Chapter 25, Title 6 of the Delaware Code**, requires a Seller of residential property to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. Residential property means any interest in a property or manufactured housing lot, improved by dwelling units for 1-4 families. The disclosure must be made on this Report, which has been approved by the Delaware Real Estate Commission, and shall be updated as necessary for any material changes occurring in the property before final settlement. This Report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This Report, signed by Buyer and Seller, shall become a part of the Agreement of Sale. This Report is a good faith effort by the Seller to make the disclosures required by Delaware law and is not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer has no cause of action against the Seller or Real Estate Agent for material defects in the property disclosed to the Buyer prior to the Buyer making an offer; material defects developed after the offer was made but disclosed in an update of this Report prior to settlement, provided Seller has complied with the Agreement of Sale; or material defects which occur after settlement. State websites containing helpful information include: Office of State Planning Coordination [www.stateplanning.delaware.gov](http://www.stateplanning.delaware.gov), Delaware Department of Natural Resources and Environmental Control [dnrec.alpha.delaware.gov](http://dnrec.alpha.delaware.gov), Delaware Division of Public Health [www.dhss.delaware.gov/dhss/dph](http://www.dhss.delaware.gov/dhss/dph), Delaware State Police Sex Offender Registry [www.sexoffender.dsp.delaware.gov](http://www.sexoffender.dsp.delaware.gov) and other agencies listed on [www.delaware.gov](http://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.
			<b><u>I. OCCUPANCY</u></b>
			1. Has a certificate of occupancy been issued? If Yes, when_____.
			2. If #1 is Yes the Seller must complete the full version of the Seller's Disclosure of Real Property Condition Report instead of this New Construction Only version. If #1 is No and a certificate of occupancy is issued after this disclosure is completed and prior to Seller receiving an Agreement of Sale from Buyer, Seller will provide Buyer with the full version of the Seller's Disclosure of Real Property Condition Report instead of this New Construction Only version.
			3. Is the property encumbered by a ( <input type="checkbox"/> lease), ( <input type="checkbox"/> option to purchase), or ( <input type="checkbox"/> first right of refusal)? If Yes, describe in VIII.
			<b><u>II. DEED RESTRICTIONS, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS</u></b>
			4. Is the property subject to any deed restrictions? If Yes, describe in VIII.
			5. Is the property part of a condominium or other common ownership?
			6. If #5 is Yes, Seller warrants that the property (___ is) or (___ is not) exempt from providing the buyer with a <b>Public Offering Statement</b> as described in §81-401 or §81-403(b) of Chapter 81, Title 25 of the Delaware Code, The Delaware Uniform Common Interest Ownership Act. If 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 the chain of title. As evidenced by signature below, buyer has received a copy of these documents.

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

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

Yes	No	*	* 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.
			7. Is there a (___ Homeowners Association), (___ Condominium Association), (___ Civic Association), or (___ Maintenance Corporation) included in the deed?
			8. Is there a capital contribution fee due by a new owner to the Association? If yes, how much _____?
			9. If #8 is Yes, are there any (___ fees), (___ dues), (___ assessments), or (___ bonds) involved? If Yes, how much? _____ and how often? _____ Are they (___ Mandatory) or (___ Voluntary)?
			10. Is there any defect, damage, or problem with any common elements or common areas? If Yes, describe in VIII.
			11. Is there any condition or claim which may result in an increase in assessments or fees? If Yes, describe in VIII.
			12. Name of Association Representative: _____ Phone # _____ Representative E-mail Address: _____
			13. 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.
			14. Is the property subject to any agreements concerning affordable housing or workforce housing?
			15. Snow removal or deicing services on dedicated, public streets within the community are the responsibility of: <input type="checkbox"/> The community Homeowners Association (HOA) pending the completion of the streets by the developer or homebuilder and the acceptance of the State into their maintenance system, or <input type="checkbox"/> The community Homeowners Association (HOA).
			<b>III. TITLE / ZONING INFORMATION</b>
			16. Is your property owned (___ In fee simple) or (___ Leasehold) or (___ Cooperative)?
			17. Are you aware of any right-of-ways, easements, or similar matters that may affect the property? If Yes, describe in VIII.
			18. Are you aware of any shared maintenance agreements affecting the property? If Yes, describe in VIII.
			19. Are you aware of any variance, zoning, non-conforming use, or setback violations? If Yes, describe in VIII.
			20. Has the variance or non-conforming use expired or would not be transferable? If Yes, describe in VIII.
			21. Are there any unpaid assessments? If Yes, indicate amount _____.
			22. Do you have knowledge of any future assessments? If Yes, describe in VIII.
			23. Does the amount owed on your mortgages and other liens exceed the estimated value of the property?
			24. If Yes, are additional funds available from Seller for settlement?
			<b>IV. MISCELLANEOUS</b>
			25. Are you aware of any existing or threatened legal action affecting this property? If Yes, describe in VIII.
			26. Do you know of any violations of local, state, federal laws, or regulations relating to this property? If Yes, describe in VIII.
			27. What is the type of trash disposal? ( <input type="checkbox"/> Private) ( <input type="checkbox"/> Municipal) or ( <input type="checkbox"/> Other _____).
			28. The cost of repairing and paving the streets adjacent to the property is paid for by: <input type="checkbox"/> The property owner(s), estimated fees: \$ _____ <input type="checkbox"/> Delaware Department of Transportation or the State of Delaware <input type="checkbox"/> City/Town <input type="checkbox"/> Other <input type="checkbox"/> Unknown
			Note to Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code§ 2578)
			29. Is off street parking available for this property? If Yes, number of spaces available: _____

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			<p><b>* 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.</b></p>
			<p>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: <a href="http://www.statefiremarshal.delaware.gov/">http://www.statefiremarshal.delaware.gov/</a> or for the brochure: <a href="http://www.statefiremarshal.delaware.gov/pdfs/Home_Sprinkler_Brochure.pdf">http://www.statefiremarshal.delaware.gov/pdfs/Home_Sprinkler_Brochure.pdf</a></p>
			<p>30. 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.</p>
			<p>31. 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.</p>
			<p><b>V. ENVIRONMENTAL HAZARDS</b></p>
			<p>32. 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.</p>
			<p>33. Has the illegal manufacture, storage, or use of methamphetamines occurred in the property? If Yes, describe in VIII.</p>
			<p>34. 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</p>
			<p>35. If the tank was abandoned, was it done with all necessary permits and properly abandoned?</p>
			<p>36. Are you aware of the presence of radon in this property?</p>
			<p>37. Are you aware of any radon tests or inspections that have been performed on the property identified above?</p>
			<p>38. If you responded (yes) to the question above, have you provided the buyer(s) with copies of all radon tests and/or inspection reports in your possession? ___Yes ___No</p>
			<p><b>VI. LAND (SOILS, DRAINAGE, AND BOUNDARIES)</b></p>
			<p>39. Is there any fill or expansive soil on the property?</p>
			<p>40. 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.</p>
			<p>41. Is the property located in a flood zone?</p>
			<p>42. Do you know of any encroachments, boundary line disputes, or easements affecting the property? If Yes, describe in VIII.</p>
			<p>43. Are there any tax ditches crossing or bordering the property?</p>
			<p>44. Are there any swales crossing the property that are under the control of a Soil and Conservation District? If Yes, describe in VIII.</p>
			<p>45. Is any part of the property considered wetlands?</p>
			<p>46. Are there any drainage or flood problems affecting the property? If Yes, describe in XVI</p>
			<p>47. Has the property ever been surveyed?</p>
			<p>48. Are the boundaries of the property marked in any way?</p>
			<p><b>VII. PLUMBING-RELATED ITEMS</b></p>
			<p>49. What is the type of sewage system? (___Public Sewer) (___Community Sewer) (___Septic Tank)</p>
			<p>50. If septic, type: (___ Gravity Fed) (___ Capping Fill) (___ LPP) (___ Mound) (___ Holding Tank) (___ Other: _____)</p>
			<p>51. What type of plumbing (___copper), (___PVC), (___Other), is in the house?  1. Water supply _____ 2. Drainage _____</p>
			<p>52. Is there a wastewater spray irrigation system installed on or adjacent to the property?</p>
			<p>53. What is the drinking water source? _____.</p>
			<p>54. If drinking water supplied by utility, name of utility: _____.</p>
			<p>55. Are there any (___sewer \$_____) or (___water \$_____) connection charges to be paid by the buyer?</p>

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

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

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

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