

# COMPASS

## INFORMATION REQUESTED FOR MAKING AN OFFER

**Owner:** Casey & Michael Roscoe  
**Address:** 1108 Morningwood Lane, Great Falls, VA 22066  
**Tax ID#:** 12-3-5--9

**Disclosures:**

Lead Paint/Federal Disclosure  
Understanding Your Rights and Responsibilities  
Residential Property Disclosure Statement

*Financing:* Please include a full approval letter from a reputable lender, ~~CCIM~~ Financial Information Worksheet, and a copy of the Earnest Money Deposit Check.

*Preferred Lender:* Jonathan Okun, Prosperity Mortgage. 443-610-8371, application at [www.jonathanokun.com](http://www.jonathanokun.com). No lender fees charged if used.

*Contract Type:* Please use the ~~CCIM~~ <sup>NVAR</sup> Sales Contract for offers.

*Settlement Company:* KVS Law Group will provide a \$500 Buyer Credit at Settlement

**Please register your offer by calling Casey Aboulafia at the number listed below.**

**Broker Info:**

Compass Real Estate  
1506 19<sup>th</sup> St NW #1  
Washington DC 20036  
Phone: 202.491.1275  
Broker License: 0226026083 (VA)  
Broker Code: COMPS1

**Agent Info:**

Casey Aboulafia  
Cell: 703.624.4657  
Email: [casey@homeswithcasey.com](mailto:casey@homeswithcasey.com)  
Agent License: 0225081712(VA)  
MRIS ID: 96742



7550 Wisconsin Avenue - Suite 500  
Bethesda, MD 20814  
Phone: 301-605-1420 – Fax: 301-605-1413  
[www.kvstitle.com](http://www.kvstitle.com)

KVS Title, LLC is offering the Buyer a \$500 credit toward their title charges if the settlement is conducted by our company. A list of our title services paid by the Buyer is below.

Flat Settlement Fee*	\$1,035.00
<b><u>Less DISCOUNT</u></b>	<b>- 500.00</b>
<b>Net Cost</b>	<b>\$535.00</b>

\*includes: Settlement Fee, Title Search/Abstract (\$225+/-), Title Examination, Courier Fees, Title Commitment Fee

NOTE: Owner's and Lender's Title Insurance costs vary with the sales price and loan amount. You can visit our website at [www.kvstitle.com](http://www.kvstitle.com) for a title insurance quote.

Flat Settlement Fee does not include a House Location Survey (\$225-\$375), which is not required on the purchase of a condominium unit.



# Financial Information Sheet

This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the seller. The undersigned hereby authorizes the agent to disclose to the seller, seller's agents, dual agents, cooperating agents and any lender all or any portion of the information sheet. Any misrepresentations, fraudulent entries and/or omissions on this form, which may adversely affect the Buyer's ability to qualify for a loan, may be used as a basis for legal action.

Buyer (Full Name) \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PITI or Rent \$ \_\_\_\_\_ Per Month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

Co-Buyer (Full Name) \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PITI or Rent \$ \_\_\_\_\_ Per month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

GROSS ANNUAL INCOME:	Buyer	Co-Buyer		
Base Salary:	\$ _____	\$ _____	Buyer self-employed?	Co-Buyer self-employed?
Overtime:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bonuses:	\$ _____	\$ _____	Are all buyers First Time MD Home Buyers?	
Commissions:	\$ _____	\$ _____	*See Below for details	
Dividends:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Net Rental Income:	\$ _____	\$ _____	Do all Buyers intend to occupy this property?	
Other:	\$ _____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details: _____
	\$ _____	\$ _____	# of Dependents	_____
TOTAL	\$ _____	\$ _____	Details:	_____

**ASSETS:**

Present Residence (if owned):	Mkt. Value \$ _____	Mtg. Balance(s) \$ _____	Lender(s) _____
Checking	\$ _____	Bank _____	
	\$ _____	Bank _____	
Savings	\$ _____	Bank _____	
	\$ _____	Bank _____	
Credit Union	\$ _____	Bank _____	
Stocks	\$ _____	Bonds \$ _____	Life Insurance-Cash \$ _____
			Face Value \$ _____
Other Assets: (Specify) _____			

©2005 The Greater Capital Area Association of REALTORS®, Inc.  
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.  
Previous editions of this Form should be destroyed.

**LIABILITIES:** (Outstanding obligations including auto, mortgage(s), credit card(s), personal loan(s) and/or cosigned loans and all other obligations.)

Type	Creditor's Name	Unpaid Balance	Payoff Date	# of Payments Remaining	Monthly Payment
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
TOTAL		\$ _____	_____	_____	\$ _____
Additional Monthly Obligations:		Alimony \$ _____	Child Support \$ _____	Child Care \$ _____	

**USE REVERSE SIDE FOR DETAILS OR ADDITIONS**

- Has any buyer ever declared bankruptcy?  Yes  No If yes, explain on reverse side.
- Are there any outstanding judgments, lawsuits or tax liens current:  Yes  No Amount \$ \_\_\_\_\_  
(If yes, use reverse side for details.)
- Are you aware of any factors or conditions that could adversely affect any buyers ability to obtain a mortgage loan?  Yes  No  
(If yes, use reverse side for details.)
- Is any part of the down payment or settlement costs being obtained from a source other than from assets listed above?  Yes  No  
(If yes, use reverse side for details.)

I (we) certify that I (we) are over the age of majority and that the above information is true and accurate to the best of my (our) knowledge and by my (our) signature(s) acknowledge receipt of this financial information sheet.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Co-Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- First-time Maryland home buyer means an individual who has never owned in the State, residential real property that has been the individual's principal residence, which will be occupied by the buyer as the buyer's principal residence. The buyer can also be a co-maker or guarantor of a purchase money mortgage or deed of trust so long as the co-maker or guarantor will not occupy the residence.

©2005 The Greater Capital Area Association of REALTORS®, Inc.  
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.  
Previous editions of this Form should be destroyed.

**FEDERAL LEAD-BASED PAINT DISCLOSURE LAW AND REGULATIONS:  
INFORMATION FOR OWNERS OF RESIDENTIAL PROPERTY**

*Note: 42 U.S.C. 4852d exempts from the disclosure requirements for lead-based paint certain transfers of residential property constructed before 1978. The exceptions are: property leased for 100 days or less with no possibility of renewal or extension; re-lease or renewal of a lease for the same property to the same tenant, where the landlord previously complied with the law's disclosures and has no new information about lead-based paint; housing for the elderly or disabled; foreclosure sales; property where there is no separate bedroom; and property that has been certified as lead-paint free under the law. All other residential properties constructed before 1978 are "target housing" subject to the law and regulations, and their owners must be informed of the following.*

**§35.88 Disclosure requirements for sellers and lessors.**

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to §35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. (1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA. (2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) The seller or lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) If any of the disclosure activities identified in paragraph (a) of this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

**§35.90 Opportunity to conduct an evaluation.**

(a) Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(b) Notwithstanding paragraph (a) of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

**§35.92 Certification and acknowledgment of disclosure.**

(a) *Seller requirements.* Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement consisting of the following language:

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

(2) A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate. (4) A statement by the purchaser affirming receipt of the information set out in such paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under section 15 U.S.C. 2696. (5) A statement by the purchaser that he/she has either: (i) Received the opportunity to conduct the risk assessment or inspection required by §35.90(a); or (ii) Waived the opportunity. (6) When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that: (i) The agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (7) The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

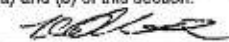

(b) *Lessor requirements.* Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement with the following language:

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate. (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696. (5) When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that: (i) The agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

(c) *Retention of certification and acknowledgment information.* (1) The seller, and any agent, shall retain a copy of the completed attachment required under paragraph (a) of this section for no less than 3 years from the completion date of the sale. The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this section for no less than 3 years from the commencement of the leasing period. (2) This recordkeeping requirement is not intended to place any limitations on civil suits under the Act, or to otherwise effect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. 4852d(b)(3).

(d) The seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgment language required under paragraphs (a) and (b) of this section.

RECEIVED:  3/14/16  13-14-16  
Signature: Michael Roscoe Date Signature: Casey Roscoe Date



# SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: 1108 Morningwood Ln, Great Falls, 22066-1609

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

CR / MBR

- (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
 \_\_\_\_\_

CR / MBR

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 (b) Records and Reports available to the seller (check one below):  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
 \_\_\_\_\_

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

/  
/  
/

- (c) Purchaser has received and had an opportunity to review copies of all information listed above.  
 (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.  
 (e) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Sales Associates' Acknowledgments (initial)**

ca

- (f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Seller's obligations under this law as evidenced by Seller and Purchaser having completed this form.

**Certification of Accuracy**

The undersigned have reviewed the information above and certify that to the best of their knowledge the information they have provided is true and accurate.

**SELLER:**

**PURCHASER:**

3/14/16 / [Signature]  
 Date Signature  
 Michael Roscoe

/ / /  
 Date Signature

3-14-'16 / [Signature]  
 Date Signature  
 Signed by:  
 Casey Roscoe

/ / /  
 Date Signature

4/28/2016 | 11:34 AM ET / [Signature]  
 Date Signature of Listing Associate  
 Casey C Aboulafia

/ / /  
 Date Signature of Selling Associate



© 2008 Northern Virginia Association of REALTORS®, Inc.

This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been exclusively printed for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale.



Depot Office, 1506 19th Street NW, Suite 1 Washington, DC 20036  
 Casey Aboulafia

Phone: 703-624-4637 Fax: 202-319-1786

1108 Morningwood

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



## UNDERSTANDING YOUR RIGHTS AND RESPONSIBILITIES UNDER THE VIRGINIA RESIDENTIAL DISCLOSURE ACT

The Virginia Residential Disclosure Act (the "Act") (Code of Virginia Sections 55-517 et seq.\*) requires real estate licensees to inform their clients about the responsibilities of owners/sellers and purchasers under the Act. Your agent has given you this form to help you understand those rights and responsibilities. Your agent can answer any questions you may still have after you read this form and can provide you with a copy of the Act, if you request it.

The Act applies to the sale, exchange, installment sale, or lease with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to all transactions, however; you can read the complete list of exemptions in Section 55-518 of the Act. Some of the exemptions include transfers pursuant to certain court orders; transfers by foreclosure or in bankruptcy; transfers between co-owners or spouses; transfers between parents and grandparents and their children or grandchildren; tax sales; and transfers by governmental or housing authorities. Sales of new homes are exempt, with some exceptions as described below.

The Act requires the owner to give the purchaser a form developed by the Virginia Real Estate Board, called the "Residential Property Disclosure Statement" (the "Statement"). The Statement has information that can help the purchaser make a more knowledgeable decision about purchasing a property, and contains both disclaimers and disclosures by the owner. The Statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([http://www.dpor.virginia.gov/News/Residential\\_Property\\_Disclosures/](http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/)) for important information about the real property. Purchasers are advised to consult the webpage.

First, the owner states that the property and all improvements are being sold "as is," thus disclaiming any warranties or representations as to the condition of the property or its improvements. The Statement advises the purchaser to use whatever due diligence the purchaser thinks necessary, including home and other inspections or examinations as specified in the purchase contract, to determine the condition of the property. The purchaser must complete all such inspections prior to settlement.

In addition, the owner makes no representations about any property that may be adjacent to the owner's property. The purchaser has the responsibility to inquire about the status of any adjacent parcels, using whatever due diligence the buyer deems necessary to satisfy any questions about such adjacent land. The purchaser must also conclude all those types of inquiries prior to settlement.

These two initial 'disclaimers' are then followed by a series of declarations about other factors that may affect the property. In each of those declarations, the seller informs the purchaser that the owner either makes no representations as to the individual matters asserted:

The owner makes no warranties or representations concerning the:

- Existence of any historic district ordinances affecting the property;
- Existence of any resource protection areas on the property that might have been created by an ordinance implementing the Chesapeake Bay Preservation Act (Section 10.1 - 2100 et seq.) adopted by the locality where the property is situated, pursuant to Section 10.1 - 2109).

\*All references are to the Code of Virginia, 1950, as Amended, unless otherwise specified.



- Proximity of, or any information concerning, sexual offenders registered under Chapter 23 of Title 19.2 (Section 19.2-387 et seq.);
- Whether the property is within a dam break inundation zone;
- Presence of any stormwater detention facilities located on the property;
- Presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property.
- Right to install or use solar energy collection devices on the property.

In the next paragraph, the owner positively represents that no pending actions or violations exist under the Statewide Building Code (Section 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the property of which the owner has been informed in writing, or of any pending violation of local zoning ordinances that have not been terminated or remedied within the time period specified by the locality issuing the violation. This portion of the Statement remains on the form provided by DPOR as it requires an affirmative statement.

In each case, the purchaser should exercise whatever due diligence the purchaser deems necessary, including reviews of local maps, zoning ordinances, the Virginia sex offender registry (contact the local police department, or visit [www.vsp.state.va.us](http://www.vsp.state.va.us)), inspection reports or other sources of information, all in accordance with the contract's terms and conditions.

There are some "Additional Written Disclosure Requirements" which may apply to the sale and purchase of a property, depending on certain factors unique to that property. If applicable to the transaction, the owner has the obligation to inform the purchaser that:

- Section 55-518.B contains disclosures concerning the first sale of a residential property; the builder of the new property has the duty to provide the purchaser with the disclosures required under that section if the property is a new home;
- If the property is located wholly or partially in Planning District 15, the builder or owner of the property must inform the purchaser in writing whether the builder or owner has any knowledge of any mining activities that may have taken place on the property in the past, and the presence of any abandoned mines, shafts or pits. (This provision applies only to properties located in Planning District 15. Properties located in the geographic area served by NVAR are not located in Planning District 15.)
- Section 55-519.1 contains disclosures required when the property is located in any area where there is a military air installation. (This provision applies to certain localities in the Hampton Roads region; it does not include properties located in the geographic area served by NVAR).
- If the seller has been operating the septic system under a waiver, then the buyer must be informed that the waiver will not convey to the new owner (see Section 32.1-164.1:1).
- The seller must always comply with the provisions of the Virginia Condominium Act (Section 55-79.39 et seq.), the Virginia Cooperative Act (Section 55-424 et seq.) and the Virginia Property Owners' Association Act (Section 55-508 et seq.), as applicable, as further described in the contract.

\*All references are to the Code of Virginia, 1950, as Amended, unless otherwise specified.



The owner must provide the purchaser with the completed, signed Statement prior to contract acceptance (ratification). The Statement may be included in the contract, in an addendum or in a separate document. If the owner fails to deliver the Statement prior to ratification, the purchaser has the right to terminate the contract at or prior to the earliest of the following:

- 3 days after delivery if the Statement is delivered in person;
- 5 days after the date of the postmark if the Statement was sent by U.S. mail, postage prepaid and properly addressed to the purchaser;
- at settlement;
- upon occupancy;
- on the purchaser's written application to a lender for a mortgage loan if the application contains a disclosure that the right to terminate the contract ends upon loan application;
- Purchaser signs a written waiver of the right to terminate under this Act, when the waiver is not part of the purchase contract, after the buyer has received a signed copy of the Statement.

Should the purchaser choose to terminate the contract under this Act, the purchaser must give the owner written notice under the same time periods as above. The purchaser can deliver the written termination notice by hand or by U.S. mail, postage prepaid and properly addressed to owner. A purchaser who terminates the contract in compliance with the Act can not be penalized and the purchaser's deposit must be returned promptly.

Unless the owner is grossly negligent, or willfully or negligently misrepresents information in the Statement, he or she is not responsible for any error, inaccuracy or omission in the Statement. The owner can reasonably rely on information from public agencies, from public officials or employees, and from informational reports prepared by licensed engineers, land surveyors, geologists, wood-destroying insect experts, contractors or home inspection experts. Also, if the purchaser, in the course of performing his or her due diligence, receives information directly from a public agency, governmental official or employee, or from the types of experts listed above, and the purchaser informs the person or agency that the purchaser intends to rely on that information pursuant to this Act, then the owner is relieved of any further responsibility related to the information given to the purchaser or for such information found in the Statement.

Finally, if the owner learns of any material changes related to the information provided in the Statement, or if any of the information becomes inaccurate due to something that happens after the Statement is delivered to the purchaser, the owner must give the purchaser the updated information at or prior to settlement. The owner has not violated the Act if such a change occurs. If there are no such changes, at settlement the owner must certify to the purchaser that the Statement remains accurate, and that the property condition remains substantially the same as at the time the owner completed the Statement.

\*All references are to the Code of Virginia, 1950, as Amended, unless otherwise specified.

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/ 1108 Morningwood Ln, Great Falls, 22066-1609

Legal Description: Lockmeade Lt 9 Sec 3

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website (http://www.dpor.virginia.gov/News/Residential\_Property\_Disclosures/) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.



Owner
Michael Roscoe

3/14/16

Date



Owner
Casey Roscoe

3-14-16

Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

DPOR 7/11