



**SUMMARY OF RIGHTS AND OBLIGATIONS  
OF SELLERS AND PURCHASERS UNDER  
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems





## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

**PROPERTY ADDRESS/ 159 Liberty Ln, Pembroke, VA 24136**  
**LEGAL DESCRIPTION:** \_\_\_\_\_

The purchaser is advised of the disclosures listed in the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** located on the Real Estate Board webpage at:  
[https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

**The owner(s) hereby provides notification** as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

*Gareth A. Moore*  
Owner  
**Gareth Moore**  
05/04/2024  
Date

*Anne Zajac*  
Owner  
**Anne Zajac**  
05/04/2024  
Date

**The purchaser(s) hereby acknowledges receipt of notification** of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

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

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



**VIRGINIA REALTORS®**  
**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT**  
**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**  
**(Purchase)**



This disclosure applies to the property(ies) in the City or County of Giles and is described as follows:  
**159 Liberty Ln., Pembroke, VA 24136**

**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.*

**Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)**

*AZ* GAM ANZ (a) Presence of lead-based paint hazards (check one below):  
 Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain): \_\_\_\_\_

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

**Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))**

\_\_\_\_\_ (c) Purchaser has received copies of all available information listed above.  
 \_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at [https://www.epa.gov/sites/production/files/2014-02/documents/lead\\_in\\_your\\_home\\_brochure\\_land\\_b\\_w\\_508\\_easy\\_print\\_0.pdf](https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf)  
 \_\_\_\_\_ (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 and/or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

**Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)**

\_\_\_\_\_ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.  
 \_\_\_\_\_ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C 4852d, and Agent is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

05/04/2024	/ <u>Gareth A. Moore</u>	_____	/ _____
Date	Seller <b>Gareth Moore</b>	Date	Purchaser
05/04/2024	/ <u>Anne Zajac</u>	_____	/ _____
Date	Seller <b>Anne Zajac</b>	Date	Purchaser
04/05/2024	/ <u>Matt Gallimore</u>	_____	/ _____
Date	Agent <b>Matthew Gallimore</b>	Date	Agent

For informational purposes only:

Firm: \_\_\_\_\_ Firm: **United Country Blue Ridge Land & Auction**

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VAR Form 1350 Revised 01/20  
 Reviewed 01/20

United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091  
 Matt Gallimore

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## Signer

## Signature

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IP Address: 2a00:23ee:1308:712b:b4f7:dad8:ec60:e0ee

AZ

Email: azajac@vt.edu  
IP Address: 2a00:23ee:1308:712b:b4f7:dad8:ec60:e0ee

Anne Zajac

Event	User	Time	IP Address
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Close document	blueridgelandandauCTION@GMAIL.COM	4/2/24 3:14:48 PM EDT	73.216.211.63
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Send for signing	blueridgelandandauCTION@GMAIL.COM	4/2/24 3:15:13 PM EDT	73.216.211.63
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Open document	torbeag@pemtEL.NET	4/5/24 9:13:52 AM EDT	81.31.121.218
Sign document	torbeag@pemtEL.NET	4/5/24 9:18:00 AM EDT	81.31.121.218
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Close document	azajac@vt.edu	4/5/24 9:29:44 AM EDT	2a00:23ee:1308:712b:b4f7:dad8:ec60:e0ee