

(d) Owner authorizes the dissemination of Property/sales information to MLS participants, including electronic format, magazines and other media. If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property.

If Owner does not want the Property listing or address displayed on the Internet, Owner must complete the "OPT-OUT OF INTERNET" section below.

OPT-OUT OF INTERNET

Complete this section only if Owner desires to opt-out of Internet display

Owner may opt-out of having the property listing or property address displayed on the Internet by selecting Option A or B below.

Option A: ☐ Owner has advised Broker that Owner does not want the Property displayed on the Internet.

OR

Option B: ☐ Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if Option A has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search. _____ / _____ (Owner's Initials)

Owner (initial one) authorizes _____ does not authorize SHNH third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (initial one) authorizes _____ does not authorize SHNH an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing.

- (e) Owner acknowledges that Broker, in the course of its business, may represent buyers, some of whom may wish to see or consider the Property. Owner consents to Broker's showing the property to Broker's buyer clients who may be interested in the Property. If Broker shows the Property to a buyer client who wishes to make an offer on the Property, then a dual representation by Broker will exist and either:
- (i) Broker may request the consent of Owner and Broker's buyer client to assign different licensees affiliated with Broker as designated representatives to represent respectively, Owner and Broker's buyer client to the exclusion of all other licensees of Broker. Such designated representatives shall not be considered dual representatives under Virginia law and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal broker or the supervising broker who is supervising the transaction shall be considered a dual representative of both Owner and Broker's buyer client, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. Broker will obtain the written consent of the buyer to the designation of representatives not later than the time an offer to purchase the Property is delivered to buyer's representative, and from Owner prior to the time such offer is presented to Owner; or
- (ii) If Broker does not so designate representatives to represent Owner and Broker's buyer client, Broker will be acting as the representative for the buyer and Owner in the same transaction. Broker may act as such a dual representative only with the knowledge and informed written consent of all parties to the transaction. In any such transaction, there is a limitation on Broker's ability to represent either buyer or seller fully and exclusively. In the Standard Provisions of the Agreement is a disclosure (Item M) explaining more fully the roles and responsibilities of a buyer, Owner, and representatives in a dual representation. Owner agrees that before considering any offer on the Property from a buyer client of Broker, Owner will enter into a written acknowledgment of and consent to a dual representation on the part of Broker and will confirm the disclosure of and consent to the dual representation described in this Agreement.

Purchasers should be aware that in providing a disclosure statement:

(a) The seller is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property. 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.

(b) The seller 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 §15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.

(c) The seller makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§10.1-2100 et seq.) adopted by the locality where the property is located pursuant to §10.1-2109. 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.

(d) The seller 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 www.vsp.state.va.us/vsp.html.

(e) The seller 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.

(f) The undersigned owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any stormwater detention facilities on the property, 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.

(g) The undersigned owner(s) 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(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any wastewater system on the property, 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.

(h) The seller 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 property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

Date 6/28/13 Stephen L. / Nikole C. Hogue
Stephen L. / Nikole C. Hogue

Date 6/28/13 Nikole C. Hogue
Nikole C. Hogue

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/ 760 S Petunia Road, Wytheville, VA 24382

Legal Description: Instrument Number 070002002 Tax Map Number 40-56B

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.

✓ Stephen I. Hogue
Owner
Stephen I. Hogue

6/28/13
Date

✓ Nikole C. Hogue
Owner
Nikole C. Hogue

6/28/13
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 7/12