

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS



This disclosure is made with respect to the property ("Property") located at the following address: 2645 East River Road
and must be attached to any Standard Purchase Agreement made with respect to the Property. Cardinal, Va 23025

1. 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 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 intelligent 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. REQUIREMENTS OF 42 U.S.C. §4852(D)

42 U.S.C. §4852(d) provides that Seller shall: (a) provide Buyer with a lead hazard information pamphlet; (b) disclose to Buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to Buyer any lead hazard evaluation report available to Seller; and (c) permit Buyer a ten (10) day period (unless the parties mutually agree to a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

3. SELLER'S DISCLOSURE (Complete A and B)

(A) Presence of lead-based paint and/or lead-based paint hazards [INITIAL and complete (i) or (ii) below, as applicable]:

(i) / Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

OR

(ii) HWJ/CK 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 [INITIAL and complete (i) or (ii) below, as applicable]:

(i) / Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

OR

(ii) HWJ/CK Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

➔ BUYER SHALL NOT SIGN THIS DISCLOSURE AND INITIAL THE APPLICABLE PROVISIONS OF PARAGRAPHS 4 AND 5 UNLESS AND UNTIL SELLER HAS EXECUTED THIS DISCLOSURE AND BUYER HAS RECEIVED THE INFORMATION DESCRIBED IN PARAGRAPH 3 ABOVE, IF APPLICABLE.

4. BUYER'S ACKNOWLEDGMENT (INITIAL A, if applicable, and B)

(A) / Buyer has received copies of all information listed in Paragraph 3 above.

(B) / Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

5. INITIAL A or B below.

(A) / Buyer has 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

(B) / Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

6. AGENTS' ACKNOWLEDGMENT

Each Agent confirms their compliance with the requirements of 42 U.S.C. §4852(d).

CERTIFICATION OF ACCURACY

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

Listing Firm Virginia Country Real Estate, Inc.

Agent C. Francis Wingfield 3-11-10 Date

Selling Firm _____

Agent _____ Date _____

Seller Signature Harvie W. Fitzgerald 11 MAR 10 Date
Harvie W. Fitzgerald, Trustee

Seller Signature Cardi C. Fitzgerald 3-11-10 Date
Cardi C. Fitzgerald, Trustee

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

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 to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes the following representations as to the real property. Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/

Legal Description:

2645 East River Road

Cardinal, Va 23025

Tax Map: 25 A 9

The undersigned owner(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary including obtaining a certified home inspection, as defined in § 54.1-500, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property, and the purchaser(s) is advised to exercise whatever due diligence the purchaser deems 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 real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) 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, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems 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 real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to such information, 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.

The undersigned owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) 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.

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.

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.

Additional Written Disclosure Requirements

Section 55-518.B. contains other disclosure requirements for transfers involving the first sale of a dwelling because the first sale of a dwelling is exempt from the disclosure requirements listed above. The builder of a new dwelling shall disclose in writing to the purchaser thereof all known material defects which would constitute a violation of any applicable building code.

In addition, for property that is located wholly or partially in any locality comprising Planning District 15, the builder or owner, if the builder is not the owner of the property, shall disclose in writing whether the builder or owner has any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of abandoned mines, shafts, or pits, if any.

The disclosures required by this subsection shall be made by a builder or owner (i) when selling a completed dwelling, before acceptance of the purchase contract or (ii) when selling a dwelling before or during its construction, after issuance of a certificate of occupancy. Such disclosure shall not abrogate any warranty or any other contractual obligations the builder or owner may have to the purchaser. The disclosure required by this subsection may be made on this disclosure form. If no defects are known by the builder to exist, no written disclosure is required by this subsection.

Section 55-519.1 contains a disclosure requirement for properties located in any locality in which there is a military air installation.

Section 32.1-164.1:1 contains a disclosure requirement regarding the validity of septic system operating permits.

See also the Virginia Condominium Act (§ 55-79.39 et seq.), the Virginia Cooperative Act (§ 55-424 et seq.) and the Virginia Property Owners' Association Act (§ 55-508 et seq.).

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

Harvie W. Fitzgerald 4/1 MAR '10 Carol C. Fitzgerald 3.11.10
Owner **Harvie W. Fitzgerald, Trustee** Date Owner **Carol C. Fitzgerald, Trustee** 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 _____