

## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

### ACKNOWLEDGEMENT BY 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 provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.  
Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/ 3636 Blackberry Road, Bassett, VA 24055  
LEGAL DESCRIPTION: 26.5(000)000/088

The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage ([http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

Gerald L. Mcclouth  
Owner  
Gerald L. Mcclouth  
9/3/19  
Date

Judith K. Mcclouth  
Owner  
Judith K. Mcclouth  
9/3/19  
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 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 § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

DPOR rev 07/10/17 v3.11



# ROANOKE VALLEY ASSOCIATION OF REALTORS®



## RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they( ) have ( X ) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.

Property Address / 3636 Blackberry Road, Bassett, VA 24055

Legal Description: 26.5(000)000/088

Gerald L. McLouth  
Owner  
Gerald L. McLouth

9/3/19  
Date

Judith K. McLouth  
Owner  
Judith K. McLouth

9/3/19  
Date

**NOTE TO PURCHASER(S):** Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.

Purchaser

Date

Purchaser

Date

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## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### 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, reduce 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.

This disclosure applies to the property(ies) located at: 3636 Blackberry Road, Bassett, VA 24055

### Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

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

(ii) KLK 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 (i) or (ii) below):

(i) \_\_\_\_\_ 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):

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

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) \_\_\_\_\_ Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

### 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.

Gerald L. McLouth 7/3/17  
Seller Date  
Gerald L. McLouth

Judith K. McLouth 9/3/17  
Seller Date  
Judith K. McLouth

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

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

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent Date

Kingery Team

Revised 7/2016