NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to <u>both</u> the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature CROSSEE

detoop verified
12/29/2 9:57 AM EST
JOIZ-7US8-SWW9-5-Q0B

Date 12/29/2022

WV Real Estate Commission 300 Capitol Street, Suite 400 Charleston, WV 25301 304.558.3555 http://rec.wv.gov

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.



West Virginia

VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

(This is not a warranty of the property condition)

Property Addres	<u>\$</u> 6684 Carpers Pike, Yellow Spring, WV 26865
Legal Description	Lomans Branch 6.223 AC
an independent ho information contain	HASER: The information provided is the representation of the Sellers to the best of of the date noted. Disclosure by the Sellers is not a substitute for an inspection by me inspection company, and you may wish to obtain such an inspection. The ned in this statement is not a warranty by the Sellers as to the condition of the he Sellers have no actual
SELLER:	
 Year Built? How long h Dates lived 	ave you owned the property? 26 yvs.
Property Systems	: Water, Sewage, Heating & Air Conditioning (Answer all that apply)
Water Supply	□ Public □ Well □ Other
Sewage Disposal	☐ Public ☑ Septic System approved for 3 (#) BR
Heating	☐ Oil ☐ Natural Gas ☑ Electric ☐ Bottled ☐ Heat Pump Age ☐ Other
Air Conditioning	
Hot Water	☐ Oil ☐ Natural Gas ☑ Electric Capacity Age ☐ Other
Please indicate to t	he best of your knowledge with respect to the following:
	Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	
	rawlspace/Cellar: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	
3. Roof: Any lea	aks or evidence of moisture?
Comments:	
Is ther	e any existing fire retardant treated plywood
Comments:	☐ Yes ☑ No ☐ Unknown ☐ N/A
	Initials Seller Parchaser:

11. Insulation:	
In exterior walls?	☑Yes □ No□ Unknown □ N/A
In ceiling/attic?	¥es □ No□ Unknown □ N/A
In any other areas?	☐ Yes ☐ No☐ Unknown ☐ N/A
Where?	
Comments:	
12. Exterior Drainage: Does water stand on the proper rain?	ty for more than 24 hours after heavy ☐ Yes ☐ No☐ Unknown ☐ N/A
Comments:	
Are gutters and downspouts in good repair?	☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	_ :,,
13. Wood-destroying insects: Any infestation and/or pr	rior damage?
	□ Yes □ No □ Unknown □ N/A
Comments:	•
Any treatments or repairs?	□Yes □No □Unknown
Any treatments or repairs? Any warranties? Comments:	□Yes □No □Unknown
Any treatments or repairs? Any warranties?	□Yes □No □Unknown
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminations.	☐ Yes ☐ No ☐ Unknown Fluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminations.	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No ☑ Unknown □ N/A
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminates, please specify If yes, please specify 15. If the property relies on the combustion of a fossil function	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No ☑ Unknown □ N/A
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminates, please specify If yes, please specify 15. If the property relies on the combustion of a fossil function	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No □ Unknown □ N/A tel for heat, ventilation, hot water, or installed in the property?
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminates, any mining operations or other past contaminates. If yes, please specify 15. If the property relies on the combustion of a fossil furches dryer operation, is a carbon monoxide alarm. Comments:	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No □ Unknown □ N/A tel for heat, ventilation, hot water, or installed in the property? □ Yes □ No □ Unknown □ N/A
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminates, please specify 15. If the property relies on the combustion of a fossil function dryer operation, is a carbon monoxide alarmed.	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No □ Unknown □ N/A □ Yes □ No □ Unknown □ N/A □ Yes □ No □ Unknown □ N/A
Any treatments or repairs? Any warranties? Comments: 14. Are there any hazardous or regulated materials (inclandfills, asbestos, methamphetamine lab, radon gastanks, any mining operations or other past contaminal life, please specify 15. If the property relies on the combustion of a fossil furches dryer operation, is a carbon monoxide alarm. Comments: 16. Are there Fireplace(s)/Woodstove(s)/Chimney(s)	□ Yes □ No □ Unknown cluding, but not limited to, licensed s, lead-based paint, underground storage nation) on the property □ Yes □ No □ Unknown □ N/A □ Yes □ No □ Unknown □ N/A □ Yes □ No □ Unknown □ N/A

	nd floors:
Comments:	
Any defects (structural or otherwise)?	□ Yes □ No □ Unknown □ N/A
Comments:	,
5. Plumbing System: Is the system in operating conditi	on? ☑ Yes □ No□ Unknown □ N/A
Comments	
6. Heating Systems: Is heat supplied to all finished roo	ms: ☑ Yes ☐ No☐ Unknown ☐ N/A
Comments:	
Are the systems in operating condition?	✓ Yes □ No□ Unknown □ N/A
Comments:	•
7. Air Conditioning System: Is cooling supplied to all finished rooms: Comments:	
Is the system in operating condition?	□ Yes □ No□ Unknown □ N/A
Comments:	
8. Electric Systems: Are there any problems with electroutlets or wiring? Comments:	ical fuses, circuit breakers, ☐ Yes ☐ No☑ Unknown ☐ N/A
	/
9. Septic Systems: Is the septic system functioning prop When was the system was last pumped? Date:	☑ Yes □ No□ Unknown □ N/A
Comments:	
10. Water Supply: Any problem with water supply? Comments:	□ Yes ☑ No□ Unknown □ N/A
Home water treatment system:	es □ No□ Unknown □ N/A □ Leased
Comments:	
Fire sprinkler system:	☐ Yes ☐ No ☐ Unknown ☐ N/A
Comments:	
	□ Yes □ No□ Unknown □ N/A
Are the systems in operating condition?	

17. Are there any zoning violations, nonconforming use setback requirements or any recorded or unrecord affecting the property?	es, violation of building restrictions or led easement, except for utilities, on or Yes No Unknown N/A
If yes, please specify	
18. If you or a contractor has made improvements to the pulled from the county or local permitting office?	ne property, were the required permits Ves No Unknown N/A
Comments:	
19. Is the property located in a flood zone, farmland/cohistoric district designated by locality?	onservation area, wetland area and/or ☐ Yes ☑ No□ Unknown □ N/A
Comments:	
20. Is the property subject to any restrictions imposed community association or any deed restrictions?	by a Home Owners Association, ☐ Yes ☑ No□ Unknown □ N/A
Comments:	
21. Are there any other material defects, including later of the property?	nt defects, affecting the physical condition ☐ Yes ☐ No☐ Unknown ☐ N/A
Comments:	,
NOTE: Seller may wish to disclose the condition of othe VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE S	er buildings on the property on a separate TATEMENT.
alon & Breel 2/13/23 Seller	3
Date	e
Connie & Buill 2/13/23	4
Seller Date	e
Purchaser Date	е
Purchaser Date	
	-

DISCLAIMER

NOTICE TO SELLER: Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the VOLUNTARY RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned Seller of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist.

The Seller has actual knowledge of the following latent defects:			
Asis			
Alon & Brell 2	13 23 Date		
Conni L Brill 2/	13/23 Date		
The purchaser acknowledges receipt of this Discl	losure/Disclaimer Document.		
Purchaser	Date		
Purchaser	Date		

ITEMS TO CONVEY (AT NO VALUE)

Street Address 6684 Carpers Pike City Yellow Spring , West Virginia Zip 26865 Yes No # Items					
Yes No # Items Alarm System					
Alarm System					
SELLER: PURCHASER:					
Signature Date Signature Date					
Connei L. Buil 2/13/23 Signature Signature Date					
Final Inspection (see Residential Sales Contract #8) of FINAL PROPERTY INSPECTION made on The items to convey and the following items are acceptable: Roof, Structure, Heating System, Plumbing, Water Heater, Exhaust fans, Lights/Outlets, Central Air, Attic Fans, Smoke Detectors, Door Keys, Blinds/Shades, etc. All items are in acceptable condition (see Regional Sales Contract #7) or are noted below					
Seller to credit the Purchaser \$ Repairs to be paid from escrow as per escrow agreement. Seller to correct discrepancies within days.					
The Agent shall not be liable for any breach of any agreement made by the Seller and Purchaser above.					
SELLER: PURCHASER:					
Signature Date Signature Date					
Signature Date Signature Date					

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

For the sale of Property at: 6684 Carpers Pike, Yellow Spring, WV 26865	
SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REC	GARDING THE ABOVE PROPERTY, THAT (each Seller
initial ONE of the following and state Year Constructed): 1942	
Property (all portions) was constructed after January 1, 1978. (If initialed, Property (any portion) was constructed before January 1, 1978. (If initialed, Seller is unable to represent and warrant the age of the property. (If initialed)	complete all sections \
SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASE	
Lead Warning Statement. Every purchaser of any interest in residential real property on which that such property may present exposure to lead from lead-based paint that may place young c poisoning in young children may produce permanent neurological damage, including learning di problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant wome required to provide the buyer with any information on lead-based paint hazards from risk assess notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for popurchase.	hildren at risk of developing lead poisoning. Lead sabilities, reduced intelligence quotient, behavioral en. The seller of any interest in residential real property is ments or inspections in the soller's pessencian and
II. Seller Disclosure (each Seller complete items 'a' and 'b' below)	
(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):	
(i) Known lead-based paint and/or lead-based paint hazards are pre	esent in the housing (explain).
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 and/or lead-based paint hazards in the housing (list documents l	reports pertaining to lead- based paint pelow),
(ii) (17 Seller has no reports or records pertaining to lead-based paint a	nd/or lead-based paint hazards in the housing.
III. Purchaser Acknowledgment (each Purchaser initial and complete items c, d, e and f be	elow)
c. Purchaser has read the Lead Warning Statement above.	
d. Purchaser has received copies of all information listed above.	(If none listed, initial here.)
ePurchaser has received the pamphlet Protect Your Family from Lead in You	ır Home.
fPurchaser has (each Purchaser initial (i) or (ii) below):	
(i) Received a 10-day opportunity (or mutually agreed upon period) presence of lead-based paint and/or lead-based paint hazards.	to conduct a risk assessment or inspection for the
(ii) Waived the opportunity to conduct a risk assessment or inspecti lead-based paint hazards	on for the presence of lead-based paint and/or
V. Agent's Acknowledgment (initial item 'g' below)	
	G
J. Listing and Selling Sales Associates are aware of their duty to ensure comp nfo rmed t he Seller and the Purchaser of their obligations under this law as evidenced by the Sel	er and the Purchaser having completed this form.
/. Certification of Accuracy	
The following parties have reviewed the information above and certify, to the best of their knowled	dge, that the information they have provided is true and
alor & Breel 2/13/23	
Seller Date Purch	naser Dale
Commit & Bill glades	
Seller Date Purch	aser
T did	aser Date
Adology serfied 1/28/22 25/3 AM EST 0HD0-3GAR-EMAI-1XQU	
gent Date Agent	Dale