

Commonwealth of Virginia
Department of Professional and Occupational Regulation
Post Office Box 29570
Richmond, Virginia 23242-0570
(804) 367-8510
cic@dpor.virginia.gov
www.dpor.virginia.gov



Common Interest Community Board

VIRGINIA PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET NOTICE

The lot being purchased is in a development subject to the Virginia Property Owners' Association Act. Properties subject to the Act are considered "common interest communities" under the law. Upon accepting title to a lot within a common interest community, the purchaser's membership in the property owners' association (association) is mandatory and automatic.

Ownership in a common interest community carries with it certain benefits, rights, and responsibilities. Benefits may include the right to use common areas, which may include swimming pools, parks, playgrounds and other recreational facilities. Owners have rights to participate in governance of the community through the association. Owners have the responsibility, among other things, to comply with the restrictive covenants and rules that outline what owners may and may not be permitted to do on their lots. In order to finance the operation of the association, each owner is responsible for and obligated to pay periodic assessments, and if necessary, special assessments to ensure that the association's financial requirements are met.

Use of common areas, financial obligations of owners and other rights, responsibilities and benefits associated with ownership in a common interest community are subject to the provisions of governing documents that typically include a declaration, articles of incorporation, bylaws and rules and regulations. The governing documents may contain covenants that control what an owner may or may not do on the lots and common area. Some decisions are made by the association board of directors, while other decisions are reserved to a vote of association members.

Failure to comply with the governing documents may result in monetary penalties, suspension of certain privileges and legal action taken against the lot owner. Failure to pay assessments and/or mandatory fees may result in the association filing a lien and/or lawsuit against the lot owner, foreclosing the lien, and other actions permitted by the governing documents and the Property Owners' Association Act.

Governing documents and other information contained in the disclosure packet describe the basis for living in a common interest community. These documents and information are important and should be reviewed carefully prior to purchase. Pursuant to § 55-509.4 of the Code of Virginia:

- The contract to purchase a lot shall disclose that the lot is located in a common interest community governed by an association.
- The contract to purchase a lot in a common interest community governed by an association is a legally binding document.
- The purchaser may have the right to cancel the contract after receiving the disclosure packet.
- The purchaser may request an update of the disclosure packet.

The Association Disclosure Packet must include the following:

- ☐ Association name, and if incorporated, the state of incorporation and the name and address of its registered agent in Virginia;
- ☐ A statement of any expenditures of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
- ☐ A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account
- ☐ A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or charges;
- ☐ The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
- ☐ A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
- ☐ A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
- ☐ A statement setting forth what insurance coverage provided is for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
- ☐ A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto, are or are not in violation of any of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;
- ☐ A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to install or use solar energy collection devices on the owner's property;
- ☐ A statement indicating any known project approvals currently in effect by secondary mortgage market agencies;
- ☐ Certification that the association has filed with the Common Interest Community Board the annual report required by §55-516.1 which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing;
- ☐ The current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
- ☐ The notice given to the lot owner by the association of any current or pending rule or architectural violation;
- ☐ Any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet; and
- ☐ The association complaint procedure required by 18 VAC 48-70-60 and pursuant to 18 VAC 48-70-40 and 18 VAC 48-70-50.



Virginia Real Estate Board
http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

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/
LEGAL DESCRIPTION:

9822 Saint Cloud Ct, Fairfax, VA 22031

The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage (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.

DocuSigned by:
William Skerpan III

DC1D9A6A3DFC4B4...
Owner

10/19/2017 | 5:28 PM EDT

Date

DocuSigned by:

Sara Fellman Skerpan

4D30BB918D0047C...
Owner

10/19/2017 | 5:27 PM EDT

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

Purchaser

Date

Date

REQUEST FOR PROPERTY OWNERS' ASSOCIATION DISCLOSURE PACKET

To: Villa D'Este Village Homeowners Association (Property Owners' Association) Date: _____

Re: 9822 Saint Cloud Court, Fairfax, VA 22031 (Legal Description of Property)

Pursuant to the Virginia Property Owners' Association Act, Section 55-508 et seq., *Code of Virginia*, 1950, as amended, the undersigned request that you furnish the disclosure packet regarding the referenced property as required by Section 55-509.5 to the undersigned within fourteen (14) days of receipt of this request.

The disclosure packet shall contain the following:

1. The name of the association and, if incorporated, the state in which the association is incorporated and the name and address of its registered agent in Virginia;
2. A statement of any expenditure of funds approved by the association or the board of directors that shall require an assessment in addition to the regular assessment during the current year or the immediately succeeding fiscal year;
3. A statement, including the amount of all assessments and any other mandatory fees or charges currently imposed by the association, together with any post-closing fee charged by the common interest community manager, if any, and associated with the purchase, disposition, and maintenance of the lot and to the right of use of common areas, and the status of the account;
4. A statement of whether there is any other entity or facility to which the lot owner may be liable for fees or other charges;
5. The current reserve study report or summary thereof, a statement of the status and amount of any reserve or replacement fund, and any portion of the fund allocated by the board of directors for a specified project;
6. A copy of the association's current budget or a summary thereof prepared by the association, and a copy of its statement of income and expenses or statement of its financial position (balance sheet) for the last fiscal year for which such statement is available, including a statement of the balance due of any outstanding loans of the association;
7. A statement of the nature and status of any pending suit or unpaid judgment to which the association is a party and that either could or would have a material impact on the association or its members or that relates to the lot being purchased;
8. A statement setting forth what insurance coverage is provided for all lot owners by the association, including the fidelity bond maintained by the association, and what additional insurance would normally be secured by each individual lot owner;
9. A statement that any improvement or alteration made to the lot, or uses made of the lot or common area assigned thereto are or are not in violation of the declaration, bylaws, rules and regulations, architectural guidelines and articles of incorporation, if any, of the association;
10. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to place a sign on the owner's lot advertising the lot for sale;
11. A statement setting forth any restriction, limitation, or prohibition on the right of a lot owner to display any flag on the owner's lot, including but not limited to reasonable restrictions as to the size, place, and manner of placement or display of such flag and the installation of any flagpole or similar structure necessary to display such flag;

12. A copy of the current declaration, the association's articles of incorporation and bylaws, and any rules and regulations or architectural guidelines adopted by the association;
13. A copy of any approved minutes of the board of directors and association meetings for the six calendar months preceding the request for the disclosure packet;
14. A copy of the notice given to the lot owner by the association of any current or pending rule or architectural violation;
15. A copy of the fully completed one-page cover sheet developed by the Common Interest Community Board pursuant to § 54.1-2350;
16. Certification that the association has filed with the Common Interest Community Board the annual report required by § 55-516.1, which certification shall indicate the filing number assigned by the Common Interest Community Board, and the expiration date of such filing;
17. A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies; and
18. A statement setting forth any restriction, limitation, or prohibition on the right of a unit owner to install or use solar energy collection devices on the unit owner's property.

Pursuant to Section 55-509.6, if the association is managed by a Common Interest Community Manager, all costs shall be collected at settlement and no fee shall be due when the packet is requested. If settlement does not occur within sixty days of packet delivery, the fees shall be assessed against the unit owner.

Thank you for your prompt attention to this matter:

First Copy

ADDRESS TO:

Owner: Sara Skerpan
 Address: 9822 Saint Cloud Ct, Fairfax, VA
22031-1612
 E-Mail: saraskerpan@gmail.com, bskerpan@gmail.co

Second Copy

ADDRESS TO:

Agent: SARAH BEATTY
 Address: 3919 National Dr STE 310,
Burtonsville, MD 20866-1105
 E-Mail: SARAHBAKERREALTOR@GMAIL.COM

Additional Electronic Copies (free of charge)

Buyer: _____
 Buyer's Agent: _____
 Additional person: _____

E-Mail: _____
 E-Mail: _____
 E-Mail: _____

DELIVERY METHOD:

☐ Overnight Delivery ☐ Courier ☐ E-mail ☐ First Class Mail
☐ Hand-Delivery ☐ Pick-up by: _____ ☐ _____

SIGNATURES:

OWNERS:

10/18/2017 | 2:26 PM EDT
 DocuSigned by:
Sara Fillman Skerpan
 4D30BB918D0047C...

Date Signature

 Sara Skerpan

Date Signature

10/18/2017 | 2:29 PM EDT
 DocuSigned by:
William Skerpan III
 DC1D9A6A3DEC4B4

Date Signature

 William Skerpan III

Date Signature



REALTOR®

NVAR – K1299 – rev. 07/16

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9822 Saint Cloud

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLER AND PURCHASER OF BUYER BEWARE DISCLOSURES

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) governs the information owners must disclose to prospective purchasers of residential real property. Certain residential property transfers are excluded from the requirements (see § 55-518).

- 1. CONDITION:** The owner(s) of the residential real property makes no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions as may be recorded among the land records affecting the real property or any improvements thereon, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary including obtaining a 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 pursuant to such contract.
- 2. ADJACENT PARCELS:** The owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are advised to exercise whatever due diligence a particular purchaser 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 pursuant to such contract.
- 3. HISTORIC DISTRICT ORDINANCES(S):** The owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a) any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and (b) 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 real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
- 4. RESOURCE PROTECTION AREAS:** The 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 (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and purchasers are advised to exercise whatever due diligence a particular purchaser 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 pursuant to such contract.
- 5. SEXUAL OFFENDERS:** The 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 purchasers are advised to exercise whatever due diligence they deem 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 such contract.

6. **DAM BREAK INUNDATION ZONE(S):** The owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and purchasers are advised to exercise whatever due diligence they deem 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.
7. **STORMWATER DETENTION FACILITIES:** The owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property, or any maintenance agreement for such facilities, and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any stormwater detention facilities on the property, or any maintenance agreement for such facilities, 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.
8. **WASTEWATER SYSTEM:** The 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 purchasers are advised to exercise whatever due diligence they deem 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 such contract.
9. **SOLAR ENERGY COLLECTION DEVICE(S):** The owner(s) makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. **SPECIAL FLOOD HAZARD AREAS:** The owner(s) 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) review of any map depicting special flood hazard areas, and (iii) 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.
11. **CONSERVATION OR OTHER EASEMENTS:** The owner(s) makes no representations with respect to whether the property is subject to one or more conservation or other easements and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary 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.
12. **COMMUNITY DEVELOPMENT AUTHORITY:** The owner(s) makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to § 15.2-5157, but in any event, prior to settlement pursuant to such contract.

AFFIRMATIVE WRITTEN DISCLOSURE REQUIREMENTS

SELLERS AND BUYERS MAY NEED TO COMPLETE ONE OR MORE
OF THE FOLLOWING WRITTEN DISCLOSURES*

FORMS for residential transactions that require affirmative written disclosures, in accordance with the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*), are available at http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/.

FIRST SALE OF A DWELLING: Transfers involving the first sale of a dwelling are exempt from the disclosure requirements of the Act, except § 55-518.B requires that the builder shall disclose in writing to the purchaser all known material defects which would constitute a violation of any applicable building code. (If no defects are known by the builder to exist, no written disclosure is required.)

PLANNING DISTRICT 15: For property that is located wholly or partially in any locality comprising Planning District 15, § 55-518.B states that the builder or owner shall disclose in writing any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of any abandoned mines, shafts, or pits.

MILITARY AIR INSTALLATION: § 55-519.1 contains a disclosure requirement for properties located in any locality in which there is a military air installation.

DEFECTIVE DRYWALL: § 55-519.2 contains a disclosure requirement for properties with defective drywall.

PENDING BUILDING CODE OR ZONING ORDINANCE VIOLATIONS: § 55-519.2:1 contains a disclosure requirement for properties with pending building code or zoning ordinance violations.

PROPERTIES PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE: § 55-519.4 contains a disclosure requirement for properties previously used to manufacture methamphetamine.

SEPTIC SYSTEM OPERATING PERMITS: § 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 Real Estate Cooperative Act* (§ 55-424 et seq.), and the *Virginia Property Owners' Association Act* (§ 55-508 et seq.).

***NOTE:** This information is provided as a resource and does not constitute legal advice. The respective Virginia Code sections should be consulted before taking any action based on this information, which is intended solely to provide an abridged overview of disclosure requirements and **may not be applicable to all transactions**.

The entire Code of Virginia is accessible online and searchable at <http://law.lis.virginia.gov/vacode>. You should retain the services of an attorney if you need legal advice or representation.

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

For the sale of the Property at: 9822 Saint Cloud Ct, Fairfax, 22031-1612

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.

Seller's Disclosure (initial)

WS / SFS

- (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

WS / SFS

- ☒ 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 one below):
☐ 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):

- ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

/
/
/

- (c) Purchaser has received and had an opportunity to review copies of all information listed above.
 (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
 (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 or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Sales Associates' Acknowledgments (initial)

SA /

- (f) Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Seller's obligations under this law as evidenced by Seller and Purchaser having completed this form.

Certification of Accuracy

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

SELLER:

10/18/2017 | 2:26 PM

Date

DocuSigned by:
 Sara Pellman Skerpan

Signature

10/18/2017 | 2:29 PM

Date

DocuSigned by:
 Sara Skerpan III

Signature

10/18/2017 | 9:42 AM

Date

DocuSigned by:
 William Skerpan III

Signature of Listing Associate

SARAH BEATTY

PURCHASER:

Date

Signature

Date

Signature

Date

Signature of Selling Associate



REALTOR®
 NVAR – K1034

John Burgess Group / Realty Executives Premier, 3919 National Dr Ste 310 Burtonsville, MD 20866
 John Burgess

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Phone: 301.681.5093

Fax: 301.681.5094

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9822 Saint Cloud

MEGAN'S LAW DISCLOSURE

Tenant(s)/Purchaser(s) should exercise whatever due diligence Tenant(s)/Purchaser(s) deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or www.sex-offender.vsp.virginia.gov/sor.

The Tenant(s)/Purchaser(s) acknowledge receipt of a copy of this disclosure statement.

TENANT/PURCHASER:

_____	_____	_____	_____
Date	Signature	Date	Signature
_____	_____	_____	_____
Date	Signature	Date	Signature



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John Burgess Group / Realty Executives Premier, 3919 National Dr Ste 310 Burtonsville, MD 20866
Phone: 301.681.5093 Fax: 301.681.5094 John Burgess

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9822 Saint Cloud

CAUTION

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 05/31/2014)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



CAUTION