

# 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/ 2939 Timber Wood Way, Herndon, 20171  
Legal Description: Glenbrooke Woods II Lot 102 Section 2

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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.

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**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.

1.10  
**James Farrell**

Owner 4.1.10  
**Martha Farrell** 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 7/09

# DISCLOSURE OF BROKERAGE RELATIONSHIP

THIS IS NOT A CONTRACT; IT DOES NOT CREATE AN OBLIGATION

In connection with this transaction, whether purchase, sale, lease or option, the client of the Broker/Firm is: (check one)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller | <input type="checkbox"/> Buyer           |
| <input type="checkbox"/> Lessor (Landlord) | <input type="checkbox"/> Lessee (Tenant) |
| <input type="checkbox"/> Optionor          | <input type="checkbox"/> Optionee        |

The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relative to the transaction which may be obtained from other sources. Each party should carefully read all documents to assure that the terms accurately express his or her understanding and intent. Licensees can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional.

James Farrell  
PRINT NAME Seller/Lessor/Optionor

\_\_\_\_\_  
PRINT NAME Buyer/Lessee/Optionee

4.1.10 / [Signature]  
Date Signature

\_\_\_\_\_  
Date Signature

Martha Farrell  
PRINT NAME Seller/Lessor/Optionor

\_\_\_\_\_  
PRINT NAME Buyer/Lessee/Optionee

4.1.10 / [Signature]  
Date Signature

\_\_\_\_\_  
Date Signature

McEneaney Associates, Inc.  
Broker/Firm

\_\_\_\_\_  
Sales Associate  
Anslie Stokes

NVAR - K1207 - rev. 10/00

McEneaney Associates REALTORS® - Spring Valley Office 4315 50th Street, NW, Washington, DC 20016  
Phone: 202-552-5600 Fax: 202-552-5605 Anslie Stokes

**IF APPLICABLE, SELECT AND COMPLETE ONE OF THESE DISCLOSURES:**

**DISCLOSURE OF THE USE OF DESIGNATED REPRESENTATIVES**

The undersigned hereby acknowledge disclosure that McEneaney Associates, Inc.  
(Name of Broker/Firm)  
 represents more than one party in this real estate transaction as indicated: *(check one)*

Seller(s) and Buyer(s)    **OR**     Landlord(s) and Tenant(s)

The undersigned understand that the dual representative named above may 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 except for that information which is otherwise required or permitted by the Code of Virginia to be disclosed\*. The undersigned by signing this notice do hereby acknowledge their informed consent to the disclosed dual representation by the licensee (Broker/Firm).

The principal or supervising broker has assigned Anslie Stokes  
(Name of Sales Associate)  
 to act as Designated Representative for the one party indicated: *(check one)*

Seller(s)     Buyer(s)     Landlord(s)     Tenant(s)

and \_\_\_\_\_  
(Name of Sales Associate)  
 indicated: *(check one)*

Seller(s)     Buyer(s)     Landlord(s)     Tenant(s)

4.1.00 \_\_\_\_\_  
 Date                      Name (Seller/Landlord)

\_\_\_\_\_   
 Date                      Name (Buyer/Tenant)

4.1.00 \_\_\_\_\_  
 Date                      Name (Seller/Landlord)

\_\_\_\_\_   
 Date                      Name (Buyer/Tenant)

**- OR -**

**DISCLOSURE OF DUAL REPRESENTATION**

The undersigned hereby acknowledge disclosure that \_\_\_\_\_  
(Name of Broker/Firm)  
 and \_\_\_\_\_  
(Name of Sales Associate)  
 represent more than one party in this real estate transaction as indicated:

Seller(s) and Buyer(s)    **OR**     Landlord(s) and Tenant(s)

The undersigned understand that the dual representative named above may 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 except for that information which is otherwise required or permitted by the Code of Virginia to be disclosed\*. The undersigned by signing this notice do hereby acknowledge their informed consent to the disclosed dual representation by the licensee (Broker/Firm).

\_\_\_\_\_   
 Date                      Name (Seller/Landlord)

\_\_\_\_\_   
 Date                      Name (Buyer/Tenant)

\_\_\_\_\_   
 Date                      Name (Seller/Landlord)

\_\_\_\_\_   
 Date                      Name (Buyer/Tenant)

\* The Code of Virginia (Article 3 (§ 54.1-2130 et seq.) of Chapter 21 of Title 54.1) requires real estate licensees to disclose all material adverse facts pertaining to the physical condition of the property which are actually known by the licensee, and in a residential transaction to disclose to a seller the buyer's intent to occupy the property as a principal residence. Other confidential information is permitted to be disclosed only with the written permission of the client adversely affected.

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REALTOR®  
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