



SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code Sections 55-517 et. seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (in estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with either a disclosure or disclaimer statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages.

A seller who chooses to furnish a disclaimer statement is stating that the property and all improvements are being sold "as is" with no representations or warranties as to condition, except as otherwise provided in the purchase contract. A seller who disclaims may nonetheless not divert the purchaser from making inspections or inquiries which would reveal the true condition of the property.

A seller who chooses to disclose information about the property's condition must disclose all defects of which the seller has actual knowledge by answering the questions contained in the disclosure statement. A seller is not required to have an independent inspection or investigation done in order to disclose, but may furnish the results of inspections performed by professionals, including public agencies, in lieu of answering any questions dealt with by such inspections as long as the inspections so furnished are clearly labeled as such. A seller is not liable for errors or omissions in the disclosure statement IF the seller has no "actual knowledge" about such errors or omissions, or if the seller "reasonably" relies on representations by public agencies or other experts as noted above, and if the seller is not grossly negligent in obtaining such information and transmitting it to the purchasers. A seller is not in violation of the law if information disclosed is later found to be inaccurate as long as such material change is disclosed at or before settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser. The builder may not satisfy its obligations under the Act by furnishing a disclaimer statement.

A purchaser must be furnished with a disclaimer or disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is not received by final ratification, the purchaser has the right to terminate the purchase contract by sending written notice to the seller either by hand delivery or U. S. Mail, postage prepaid, any time before receiving the statement, or within 3 days of receiving the statement (if delivered in person) or 5 days of postmark (if sent by U. S. Mail, postage prepaid). A purchaser may waive the right to receive a statement, as long as the waiver is not in the purchase contract.

A purchaser who receives a disclaimer statement loses the right to terminate the contract upon settlement or occupancy, or upon application for a mortgage loan if the application states that the right to terminate ends at application. If a purchaser receives a disclosure statement, the purchaser may terminate the purchase contract in the event of a misrepresentation in the statement, but the right to terminate ends at settlement or occupancy, or upon application for a mortgage loan if the application states that the right to terminate ends at application. A purchaser who receives a disclosure statement may bring an action against the seller within one year of the receipt of the statement for actual damages sustained because the seller misrepresented defects which would have been disclosed if the seller had complied with the law, and of which the purchaser was not aware at the time of settlement or occupancy. A purchaser retains the right to pursue any remedy otherwise available against a seller in the event the seller intentionally or willfully misrepresents the condition of the property. If the purchaser does not receive a disclosure or disclaimer statement, and the right to receive one was not waived, the purchaser may bring an action against the seller within one year of settlement or occupancy (if under a lease with option to purchase) for actual damages sustained as a result of defects in the property which would have been disclosed had the seller complied with the law, and of which, the purchaser was unaware at the time of settlement or occupancy.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS.

Purchasers should be aware that whether a seller chooses to provide a disclosure statement or a disclaimer statement:

(a) The seller is making no representations with respect to any matters which may pertain to parcels adjacent to the subject parcel. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.

(b) The seller is making 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. Purchasers should exercise whatever due diligence they deem 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 purchase contract, but in any event prior to settlement on the property.

(c) If the property is located in a historic district designated by the locality pursuant to §15/2-2306 and the seller has knowledge of such designation, the seller shall disclose such fact to purchasers. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any historic district ordinance affect the property, 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 purchase contract, but in any event prior to settlement on the property.

(d) The seller 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 property of which the seller has been notified in writing by the locality.

Purchasers should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2, whether the owner furnishes Purchasers with a disclosure or disclaimer statement under subdivision 1 or 2 of subsection A of §55-519. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or in the Internet at www.vsp.state.va.us/vsp.html.

Please acknowledge receiving a copy of this summary by signing below.

Date _____

Date _____

**RESIDENTIAL PROPERTY DISCLOSURE STATEMENT
THIS IS NOT A WARRANTY OF THE CONDITION OF THE PROPERTY**

OWNER(S): Complete and sign this statement only if you elect to disclose defects in the conditions of the property actually known by you; otherwise, sign the RESIDENTIAL PROPERTY DISCLAIMER STATEMENT.

Property Address/Legal Description:

How long have you owned the property? _____ **Dates lived in property?** _____

Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply Public Well Other _____
Sewage Disposal Public Septic System approved for _____ (#) BR
Garbage Disposal Yes No Dishwasher Yes No
Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____
Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____
Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____

Please indicate your actual knowledge with respect to the following:

- 1. Structural Systems, including Roof, Walls, Floors, Foundation and any Basement: Any known defects (structural or otherwise)?**
 Yes No Unknown
Comments: _____
- 2. Basement: Any leaks or evidence of moisture?**
 Yes No Unknown Does Not Apply
Comments: _____
- 3. Roof: Any leaks or evidence of moisture?**
 Yes No Unknown
Type of roof: _____ Age _____
Is there any existing fire retardant treated (FRT) plywood?
 Yes No Unknown Does Not Apply
Comments: _____
- 4. Fireplace/Chimney(s): In working condition?**
 Yes No Unknown Does Not Apply
Comments: _____
- 5. Plumbing System: Is the system in working condition?**
 Yes No Unknown
Comments: _____
- 6. Septic/Sewer Systems: Is the System functioning properly?**
 Yes No Unknown Does Not Apply
If septic, when was the system last pumped? _____
- 7. Water Supply: Any problems with water quality or supply?**
 Yes No Unknown
Is the system in working condition?
 Yes No Unknown
Comments: _____
- 8. Heating System: Is heat supplied to all finished rooms?**
 Yes No Unknown
Is the system in working condition?
 Yes No Unknown
Comments: _____
- 9. Air Conditioning system: Is cooling supplied to all finished rooms?**
 Yes No Unknown Does Not Apply
Is the system in working condition?
 Yes No Unknown Does Not Apply
Comments: _____
- 10. Electric System: Are there any problems with electrical fuses/circuit breakers, outlets or wiring?**
 Yes No Unknown
Comments: _____
Does the electrical system meet existing code requirements?
 Yes No Unknown
Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In other areas? Yes No Unknown
Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes No Unknown
Are gutters and downspouts in working condition?
 Yes No Unknown Does Not Apply
Comments: _____

13. Wood-destroying organisms: Any infestation and/or prior damage?

Yes No Unknown
Any treatments or repairs?
 Yes No Unknown
Comments: _____

14. Are there any substances, materials or environmental hazards (including, but not limited to asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) or other adverse environmental site conditions on or affecting the property?

Yes No Unknown
Comments: _____

15. Are there any additions, structural modifications or other alterations or repairs made without required permits or not in compliance with building codes?

Yes No Unknown
Comments: _____

16. Are there any zoning violations, nonconforming uses, violations of building restrictions or setback requirements, or any recorded or unrecorded easements, except for utilities, on or affecting the property?

Yes No Unknown
Comments: _____

17. Are there any 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 property of which you have been notified in writing by the locality?

Yes No Unknown
Comments: _____

18. Are there any other material defects affecting the physical condition of the property?

Yes No Unknown
Comments: _____

19. Are there any defects in the following, if installed in the property?

Water treatment system
 Yes No Unknown Does Not Apply
Comments: _____

Lawn sprinkler system
 Yes No Unknown Does Not Apply
Comments: _____

Security system
 Yes No Unknown Does Not Apply
Comments: _____

20. Is the property located in a historic district designated by the locality pursuant to §15.2-2306?

Yes No Unknown
Comments: _____

21. Is the property subject to covenants and restrictions, the VA Condominium Act, VA Property Owners Association Act or Real Estate Cooperative Act?

Yes No Unknown
Comments: _____

22. If the property on which the new dwelling is situated is located wholly or partially in any locality comprising Planning District 15*:

A. Were there any mining operations previously conducted on the property?
 Yes No Unknown

B. Are there any abandoned mines, shafts or pits present on the property?
 Yes No Unknown

Comments: _____

*Planning District 15 includes the Town of Ashland, City of Richmond, Charles City County, Chesterfield County, Goochland County, Hanover County, Henrico County, New Kent County and Powhatan County.

NOTE TO PURCHASER(S): You should note that whether the owner proceeds under subdivision 1 or 2 of subsection A of §55-519, the owner(s) make no representations with respect to any matters which may pertain to parcels adjacent to the subject parcel. You should exercise whatever due diligence you deem necessary with respect to adjacent parcels in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement. You should exercise whatever due diligence you deem necessary to determine whether the provisions of any historic district ordinance affect the property, 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. The owner(s) make no representations with respect to whether the property contains any resource protection areas established by 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. You should exercise whatever due diligence you deem necessary to determine whether the provisions of any such ordinance implementing the Chesapeake Bay Preservation Act 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. You should exercise whatever due diligence you deem necessary with respect to information on any 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 Criminal Records Exchange, at 804-674-2000 or www.vsp.virginia.gov.

The purchaser(s) acknowledge receipt of a copy of this disclaimer 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 7/01/06