

**COVID-19 RELEASE
AND HOLD HARMLESS AGREEMENT**



Check One:

- ☐ **Specific to this Property Address** _____ (**"Property"**) **Date** _____
- ☐ **Generally applicable to buyers who may visit multiple properties ("Properties")**

1. REPRESENTATION AND AGREEMENT: By signing below, you make the following representations and agree as follows:

A. You are either:

- (1) The seller, landlord, tenant, or occupant, voluntarily allowing someone to enter the Property for viewing, walk-through, inspections, or otherwise facilitating the real estate transaction; or
- (2) A prospective or actual buyer, tenant, real estate agent, or other person whose services facilitate the completion of a real estate transaction and are voluntarily entering the Property for the purpose of viewing, inspecting, or performing an activity or providing services in furtherance of a real estate transaction.

B. You represent that (i) to the best of your knowledge, you are not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with COVID-19, and (ii) you are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms.

2. AGREEMENT, DECLARATION AND ASSUMPTION OF RISK: By signing below, you declare the foregoing representations are true, and that you assume all risks of entering the Property, or allowing someone to enter the Property. You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19. **You agree to release and hold harmless all other persons related to the Property (or Properties) including seller, buyer, prospective buyers, and real estate agents and brokers representing any buyer or seller, appraisers, inspectors, contractors, repairmen, and other persons whose services facilitate the completion of a real estate transaction, from any claims relating to contracting COVID-19 in any way related to the Property or Properties.**

By signing below, I acknowledge that I have read, understand, and voluntarily agree to the foregoing, and have received a copy of this COVID-19 Release and Hold Harmless Agreement.

		Date
(print name)	(signature)	
		Date
(print name)	(signature)	

**REAL ESTATE INFORMATION NETWORK INC.
CONSUMER DISCLOSURE INFORMATION FORM**



THE FOLLOWING DISCLOSURE INFORMATION IS PROVIDED TO BOTH PROSPECTIVE BUYER AND SELLER. ANY OF THE FOLLOWING DISCLOSURES MAY IMPACT THE BUYER'S USE AND/OR ENJOYMENT OF A PROPERTY. THE SELLER, REAL ESTATE INFORMATION NETWORK INC. ("REIN"), THE LISTING FIRM, THE SELLING FIRM, OR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR BUYER'S FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A PURCHASE AGREEMENT.

CONSUMER RESPONSIBILITY AND LIMITATIONS OF EXPERTISE: Each party to a real estate transaction is advised to read carefully all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. If legal or tax advice is desired, each party is advised to consult an attorney or a financial professional.

There may be other relevant information concerning the transaction which may be obtained from other sources or appropriate governmental agencies or authorities. If you have questions after reading the Consumer Disclosure Information, you should seek further information from governmental agencies and authorities, consumer, legal counsel or other professionals.

Properties available through REIN are offered without respect to race, color, religion, sex, handicap, familial status, source of funds, sexual orientation, gender identity, military status, elderliness, national origin or any protected class under federal, state or local law. Contact the Virginia Fair Housing Office for more information.

The following disclosure information is provided to both prospective buyer and seller.

1. **AGENCY INTEREST DISCLOSURE:** If a Listing Agent or Selling Agent, any member of such agent's family, or such agent's firm, any member of such firm, or any entities in which such agent has an ownership interest is acquiring or attempting to acquire, or is selling the Property and the agent is a party to the transaction, the agent must disclose that information to the Owner/Seller and to any Buyer. Also, if any Seller or Buyer is a licensed real estate agent this must be disclosed to the other party to the transaction.
2. **AUDIO AND VIDEO RECORDING:** A Seller should be advised that the unauthorized recording or transmitting of audio or video may result in the violation of state and/or federal wiretapping laws. A Buyer should be prudent in discussing a property being shown if surveillance equipment is present, including discussing pricing and other private matters. A Seller is advised that showing the Seller's property to prospective purchasers, including showing the property at events open to the public (an "Open House"), may present increased risk of property damage or theft both during the showing or Open House and afterwards and that prospective Buyers may engage in photography and/or videography of the property. A Seller is advised to remove any items of a personal nature from the property in preparation for sale.
3. **COMMUNITY ASSOCIATIONS:**
 - A. **PROPERTY OWNERS' ASSOCIATION ACT; CONDOMINIUM ACT; RULEMAKING AUTHORITY:** Except to the extent that the declaration provides otherwise, the board of directors may establish reasonable rules that restrict smoking in the development, including rules that prohibit smoking in the common areas. For developments that include attached private dwelling units, such rules may prohibit smoking within such dwelling units. Rules adopted pursuant to this section may be enforced in accordance with § 55.1-1819.
 - B. **CONDOMINIUM RESALE / CO-OP DISCLOSURE:** (i) Some properties are established as condominium units, subject to the Virginia Condominium Act (the "Condo Act"). The Condo Act requires a seller to furnish the unit owners' association bylaws, as amended, and certain financial and other disclosures to the buyer. (ii) The Virginia Real Estate Cooperative Act (the "Co-op Act") requires that a seller of the cooperative interest subject to the provisions of the Co-op Act provide to the buyer certain information more particularly described in the Co-op Act. If a property is located within either a condominium or a cooperative, the condominium association or cooperative board, as the case may be, is required to provide to buyer the required disclosure packet in accordance with the Condo Act or the Co-op Act, as the case may be, or advise that such disclosure package will not be available. The Condo Act and the Co-op Act each provide that the Seller may be required to pay a fee to obtain the required disclosure package.
 - C. **PROPERTY OWNERS' ASSOCIATIONS (POA):** Some properties are subject to a property owners' association or a homeowners' association some of which have mandatory fees, and are subject to the Virginia Property Owners' Association Act (the "Association Act"). If a property is located within such a development, the Association Act requires the development's property owners' association to provide seller with the required association disclosure packet in accordance with the Association Act which is to be provided to buyer. The Association Act provides that a seller may be required to pay a fee to obtain the required disclosure package.

- 4. DISPUTE RESOLUTION:** The Purchase Agreement contains a provision which requires all parties to mediate any and all disputes arising out of or in any way connected with the Purchase Agreement which cannot be resolved among the parties. Mediation is designed as an alternative means of resolving disputes to litigation. The mediation process required pursuant to the terms of the Purchase Agreement offers seller, buyer, brokers and other parties in the real estate transaction an efficient, affordable method of resolving disputes without reverting to traditional litigation. If the parties cannot agree through the mediation process, traditional litigation may be pursued after the mediation process has been exhausted. The mediation process involves an impartial mediator(s) working with the parties at issue and is a non-adversarial process that focuses on the mutual goals of the disputing parties and actively involves them in the process of resolving their differences.
- 5. ENVIRONMENTAL DISCLOSURE:** The use and development opportunities may be limited and health risks may be associated with certain properties if those properties, in their past or present condition, are or were covered by the Chesapeake Bay Preservation Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Virginia Water Control Act, or any other federal, state or local law, regulation or ordinance concerning health, safety or the environment, including but not limited to those laws, regulations and ordinances concerned with (1) radon gas; (2) asbestos; (3) underground storage tanks; (4) aboveground storage tanks; (5) urea formaldehyde; (6) lead-based paint; and (7) electromagnetic fields; (8) landfills / dump sites. Information is available at the Department of Environmental Quality at www.deq.virginia.gov.
- A. INDOOR MOLD:** United States Environmental Protection Agency advised that certain types of indoor mold may have the potential to cause adverse health effects or symptoms. While there are no current federal or state laws or regulations establishing residential standards for molds or requiring that inspections for mold be conducted, a buyer may want to take steps to evaluate the presence of mold in a resident dwelling prior to purchase. **Mold inspections typically are separate from Wood Destroying Insect Infestation inspections.**
- B. LEAD WARNING STATEMENT:** Every buyer 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.
- C. WOOD PRESERVATIVES:** The United States Environmental Protection Agency advises that certain wood preservatives used on decks and/or other exterior wood structures may have the potential to cause adverse health effects or symptoms. A buyer may want to take steps to evaluate the presence of materials which might contain wood preservatives prior to purchase.
- 6. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** Buyer may request an inspection and moisture test of the EIFS (Exterior Insulation and Finish System or synthetic stucco), if applicable, at buyer's cost by an inspector, provided, however, in the event the property is a condominium unit, the right to inspect may be limited by rights of other unit owners or condominium association.
- 7. FINANCING AND INSURANCE:**
- A. FINANCING AND INSURANCE:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the option to select the mortgage lender of their choice, unless otherwise specified in the purchase agreement. Lender will require buyer to buy a hazard insurance policy from the insurance company of buyer's choice, subject to lender's approval prior to settlement. A buyer is advised to investigate the availability and price of hazard insurance prior to, or as part of, Buyer's considerations in making an offer to purchase property. Additional information may be obtained at <http://scc.virginia.gov/boi/cons/index.aspx>.
- B. FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing flood insurance from most insurance companies, the premiums of which are regulated through FEMA's National Flood Insurance Program (NFIP). 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 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. Typical homeowner's insurance policies do not contain flood hazard coverage. To assess whether or not a property is located in a Special Flood Hazard Area (SFHA), the mortgage lender will order a flood certification letter. If

a property is within a SFHA, an Elevation Certificate will be required as part of the survey. If a property is found to be within the boundaries of elevation zones A or V, mandatory flood insurance purchase requirements apply. Although flood insurance is not required by FEMA for properties just outside zones A or V, flood insurance may be required by some lenders or a purchaser may elect to purchase it on their own. For some buyers the additional cost of the Elevation Certificate and monthly flood insurance premium could affect the buyer's qualification. Buyer should consider contacting the local city planning department or FEMA at 1-800-480-2520 or visit FEMA's web site www.FEMA.gov for a determination.

- C. HOME WARRANTY INSURANCE:** There are several home buyer warranty programs available at a variety of prices, levels of coverage and deductible amounts. These warranties may be purchased upon settlement, by either seller or buyer, and generally provide coverage of such items as appliances, heating, cooling, plumbing and electrical systems. Broker or agent may earn a processing fee for origination of such warranty plans, based upon plan selected.
- D. LENDER'S / OWNER'S TITLE INSURANCE:** Buyer is required to purchase lender's title insurance on newly financed property as a condition to obtain the loan. This policy is designed to protect the lender against applicable losses in the event the title to the property is found to be defective. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer will need to authorize the Buyer's lender to obtain such rates in the purchase agreement. The availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer is not obligated to obtain owner's title insurance coverage. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance.

8. LAND USE:

- A. AIRCRAFT NOISE / ACCIDENT ZONES AND NOISE CONTOUR DISTRICT DISCLOSURE:** All properties are affected by aircraft noise to some degree; however, some properties are located in specific noise zones, and/or accident potential zones, as such zones may be designated by the federal government or municipalities within which the property may be located. The livability and/or enjoyment of a property may be impacted if property is located adjacent to an airport or in or near an aircraft noise zone, noise contour district and/or accident potential zone. Aircraft noise zones, noise contour districts and/or accident potential zones are subject to change from time to time. New residential construction, and modifications to nonconforming residences, may be required to conform with standards promulgated by the municipality in which the buyer intends to locate because of elevated noise levels.
- B. MUNICIPAL REGULATIONS CONCERNS:** Municipal regulations, including the zoning ordinance and subdivision ordinance also will impact Buyer's use and enjoyment of the property. Prior to execution of a purchase agreement, buyer may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, libraries and other facilities. Buyer may consult an attorney to determine the impact of any recorded documents or applicable municipality ordinances on the use and enjoyment of the property.
- C. OCCUPANCY PERMITS:** Several municipalities have implemented occupancy permit programs which may require compliance with the program upon sale and/or rental of property. An occupancy permit program may require the owner of real property subject to such programs to make certain repairs upon sale and/or rental of property. Each municipality will be able to advise you as to whether the property you are interested in is subject to an occupancy permit program and the conditions and requirements of the program.
- D. BUILDING PERMITS:** Certain improvements or repairs to buildings on properties require permits from the jurisdiction in which the property is located. Permits are required for some additions, modifications, and remodeling including building construction, electrical, plumbing, mechanical installations and maintenance. The purpose of a permit is to ensure compliance with the State Building Code. Virginia cities, towns and counties enforce the Uniform Statewide Building Code. A buyer should undertake such due diligence as buyer deems appropriate to ensure that permits have been secured and inspections performed.
- E. RESTRICTIVE COVENANTS:** The use and enjoyment of the property may be impacted by restrictions, declarations, easements and other documents recorded in the land records of the jurisdiction in which the property is located.

- F. TRANSPORTATION / ROADWAYS:** The Hampton Roads Transportation Authority, the Virginia Department of Transportation and other federal, state and local governmental bodies are planning new roads and/or relocating existing roads within Hampton Roads, as well as considering other forms of public transportation, such as light rail, rapid transit or increased passenger rail service. Changes to transportation right of ways may temporarily or permanently affect the use and enjoyment of a property and in some instances, subject property to the exercise of the right of eminent domain. Please visit <http://www.virginiadot.org/projects/default.asp> for future transportation plans in Virginia.
- G. PARKING PERMITS:** Several municipalities have adopted residential parking programs which restrict on-street parking for certain neighborhoods or zones. Purchaser is advised to check with the municipality to determine if there are applicable parking restrictions.
- H. CONSERVATION:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that 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.
- I. COMMUNITY DEVELOPMENT:** The owner 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 that 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 of 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.
- J. ROLL BACK TAXES:** If the property being purchased has not been improved or is used for agricultural or horticultural purposes with residential purposes, a Buyer should inquire of the local taxing authority (i) if the property is taxed based on a land use category (rather than a fair market basis), (ii) the amount of roll back taxes which may become due and when such taxes are due, and (iii) whether action must be taken such that the property remains in land use. Land use categories may include agricultural, horticultural, forest and open space. If a property is taxed in a land use category, rezoning of the property or other development of the property may result in roll back taxes being assessed against such property. Such roll back taxes may be assessed subsequent to closing for multiple years and would be the responsibility of the Buyer.
- 9. LEASES / MANAGEMENT AGREEMENT:** Buyer considering the purchase of properties with existing tenants is advised to inquire about the existence and terms of any current property management agreement, leases and security deposits.
- 10. MECHANICS LIENS:** Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
- 11. MEGAN'S LAW DISCLOSURE:** Buyer 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 proceeds under subdivision 1 or 2 of subsection A of § 55.1-703. 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 <https://sex-offender.vsp.virginia.gov/sor/>.
- 12. POWERS OF ATTORNEY:** In the event either Buyer or Seller intend to close using one or more powers of attorney, Buyer or Seller, as the case may be, should have the form(s) of the power of attorney reviewed and approved in advance preferably prior to execution by the other parties to the transaction, including Buyer's lender, Buyer's title insurance company, and Buyer's settlement agent, as there are requirements that vary depending on the lender, loan type, title insurer, and clerk's office. The original power of attorney may be required for recordation. The principal (the one giving the power) may have to confirm that he or she is alive and well at the time of the closing and that the power of attorney has not been revoked.
- 13. POLYBUTYLENE PIPES:** A buyer may want to determine whether or not polybutylene pipes exist in the property. Polybutylene plumbing has been used in residences as an alternative to copper plumbing and has been known to fail, resulting in leaks. You are advised to investigate to determine whether or not polybutylene pipes exist in the

property in which you are interested. Reviewing the following website for more information is recommended:
www.polybutylene.com.

14. **PROPERTY INSPECTION:** Buyer may request an inspection(s) of the property at buyer's cost to determine the condition of the property. The cost and thoroughness of the inspections vary, and buyer is advised of their option of retaining an inspector of their choice. Buyer should take steps to make sure that the party(ies) engaged to conduct such inspections have liability insurance and workmen's compensation insurance to provide protection in case of damage or injury incurred as part of such inspections.
15. **SCHOOL REDISTRICTING:** All properties may be subject to school redistricting. A Buyer should contact the local school board to ascertain which school districts are assigned to a property in question.
16. **SEPTIC TANK / ONSITE SEWAGE SYSTEM:** Residences with septic tanks / onsite sewage systems may previously have been granted an operating permit waiver which shall become null and void at the time of transfer or sale of the Property. Replacement / repair, to include pressure dosing, may be required before an operating permit may be reinstated. Buyer is advised to contact the appropriate jurisdiction to ascertain information regarding septic tanks / onsite sewage systems on a given property and may want to have a separate physical inspection conducted. Contact the Virginia Dept. of Health at www.vdh.virginia.gov/
17. **SETTLEMENT SERVICE PROVIDER/SETTLEMENT FUNDS:** Section 55.1-1000 et seq of the Code of Virginia provides that the Buyer has the right to select the settlement agent to close this transaction. This right may not be varied by agreement. The settlement agent may only offer legal advice if licensed to the private practice of law in the Commonwealth of Virginia. The Buyer is entitled to receive from the settlement agent a copy of the guidelines to settlement agents published by the Virginia State Bar for settlement and escrow services. A settlement agent may require that a buyer's funds required to close a transaction be received by wire transfer. All parties to a wire transfer transaction are advised to adhere strictly to instructions from the settlement agent with respect to security precautions related to such wired funds as cybercriminals become more creative in fraudulent efforts to misappropriate such wired funds. In no event shall Selling Firm or Listing Firm be responsible for or liable for any settlement funds being sent to illegitimate or fraudulent parties and Buyer and Seller each release, waive, discharge and forever hold Listing Firm and Selling Firm, individually and collectively, harmless from and against claims, damages, losses and suits arising from or in any way connected with the transfer, whether by federal wire transfer, ACH, or any other manner, of funds pursuant to the terms and provisions of the Purchase Agreement.
18. **SMOKE DETECTION:** Buyer should be aware that many municipalities require, and prudent and safe practice dictates, that operative smoke detection is available in the property. Buyer should investigate to ensure that smoke detection is available in the property, if required by law, and is operative prior to occupancy.
19. **SQUARE FOOTAGE / ACREAGE AND OTHER PROPERTY MEASUREMENTS:** Buyer is advised that any statement concerning square footage of residences, acreage and/or other property measurements are approximate and are subject to variation based on the method of measurement. Buyer is advised to independently confirm any statements concerning square footage, acreage and/or property measurements prior to signing a purchase agreement.
20. **SURVEY DISCLOSURE:** The Purchase Agreement provides that Buyer may elect to waive a physical survey of the boundary of the property being acquired and improvements made to the property to include structures, fences, etc. which may affect the insurability of your Property and will likely result in an exception to coverage in the owner's title insurance policy. The Selling Firm, Listing Firm or Seller make no representation or warranty as to when and if a physical survey would be appropriate and the status of actual boundaries of the property, the location of easements affecting the property, encroachments, compliance with setback requirements access to public highways and any other matters that would affect conveyance of title to Buyer. Buyer is advised to obtain a survey to confirm the matters noted above.
21. **THIRD PARTY CONTRACT APPROVAL:** Sales of some properties are contingent on approval of third parties such as lien holders, courts, bankruptcy trustees, relocation services, or cooperative boards. Such third parties may require some terms of the purchase agreement to be changed. Neither buyer nor seller is obligated to accept any of the third party's proposed modifications, but in such a case the third party may have the power to stop the sale. These third parties make their own decisions and are not controlled by seller or any real estate agent or firm. Real estate agents are not liable for a third party's rejection of a sales contract's terms or failure to make a decision in a timely manner.

Such sales may take longer to close than normal sales, and buyer may be required to order and pay for inspections and an appraisal before approval of the third party is obtained. In such a case there is a risk that the sale may be cancelled after the buyer pays for these items. Such third-party contingencies should be clearly stated in the sales contract.

22. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT: The Virginia Residential Property Disclosure Act places obligations on seller and affords rights to buyer with regard to certain existing residential dwellings being sold. Whenever the property is to be sold or leased with an option to buy, the Act requires the owner of certain residential real property to furnish to buyer a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT provided by the Virginia Real Estate Board. Certain transfers of residential property are excluded from this requirement.

A. HISTORICAL DISTRICT PROGRAMS: The owner 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, 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 a parcel of residential real property.

B. MILITARY AIR INSTALLATIONS: The owner of residential real property located in any locality in which a military air installation is located shall disclose to the purchaser whether the subject parcel is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map by the locality in which the property is located on a form provided by the Real Estate Board. Such disclosure shall state the specific noise zone or accident potential zone, or both, in which the property is located according to the official zoning map.

C. PENDING BUILDING OR ZONING VIOLATIONS: Section 55.1-706 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that the property has any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the property provide written disclosure to a prospective purchaser.

D. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE: Section 55.1-708 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that a Property (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines provide a written disclosure to Buyer. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine. Visit <http://www.vdh.virginia.gov> for a copy of the guidelines and additional information.

23. WATER CONSERVATION ORDINANCE / RESTRICTIONS: (a) Some municipalities may have ordinances which (i) prohibit connection to the existing public water system as part of restrictions on growth, (ii) restrict use of water for certain purposes or (iii) require an owner to connect to the public water system upon the occurrence of certain events. Buyer should investigate to ascertain if the property is in a municipality with water requirements or restrictions. (b) Buyer may also wish to investigate the quality of water supplied by the municipality in which buyer intends to locate. Information related to water quality may be obtained by contacting the municipality directly.

24. WATER FRONTAGE AND RIGHTS: Buyer should be advised that there are various issues which arise when acquiring real property that is adjacent to, or includes portions of, lakes, rivers and oceans. While a property may be adjacent to such bodies of water, access to such bodies of water may be limited by applicable laws and ordinances, in addition to property rights of others. Additionally, constructions of piers, docks, bulkheads, landscaping and any other home improvements may be regulated by state, local and federal laws and regulations. A buyer should consult with an attorney to understand and evaluate various rights with respect to lakes, rivers and the ocean abutting or part of the property being acquired.

25. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION: Many purchase agreements and lenders require inspections from licensed pest control operators to determine whether the Property's principal dwelling and garage are free of visible evidence of wood destroying insect infestation with no visible unrepaired damage from said infestation and whether readily accessible areas of the foundation and understructure, including crawl space, doors, sills plates, joists, subflooring and substructure support timbers are free of standing water, visible moisture

damage and wood destroying fungi. In some instances the inspectors' view of subfloor members may be obstructed from view (example: insulation, encapsulation, etc.). In these cases it is difficult to determine evidence of past or present wood destroying insect activity. If a Wood Destroying Insect Infestation Inspection Report was provided please refer to it for a list of obstructed and inaccessible areas.

<u>M & M Realty</u>	<u></u>	
(Firm)	(Buyer or Seller Signature)	(Date)
By: <u>Erma Moreno</u>	<u></u>	
(Signature of Licensee)	(Buyer or Seller Name)	(Print)
(Date)	<u></u>	<u></u>
	(Buyer or Seller Signature)	(Date)
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