

**GENERAL DISCLOSURES INFORMATION**

IN ADDITION TO THE DISCLOSURES CONTAINED IN THE CONTRACT OF PURCHASE, THE FOLLOWING INFORMATION IS MADE AVAILABLE TO PURCHASERS AND SELLERS. ANY OF THE FOLLOWING DISCLOSURES MAY HAVE AN EFFECT UPON THE PURCHASER'S USE AND/OR ENJOYMENT OF A PROPERTY.

**A. LIMITATION OF EXPERTISE:** Purchaser and Seller acknowledge that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector, or other professional service provider. Purchaser and Seller are advised to seek professional advice for any of the aforementioned professional services. Broker is not responsible for, and shall be held harmless from, investigating matters outside the scope of its license.

**B. MOISTURE DAMAGE:** Inspections for termite damage as required by the Virginia REALTORS® Residential Contract of Purchase should include inspection for the presence of moisture, or any damage as a result thereof, to floor joists, foundation sills and sub flooring of the crawlspace or basement areas in the main dwelling at the time of inspections.

**C. ZONING/LAND USE:** Purchaser is hereby advised that any property may be subject to zoning or other land use considerations including but not limited to: aircraft noise/accident areas, landfills, special assessments, scenic buffers, historic preservation zones, "common areas"/"open spaces", reservoir and other "overlay districts", commercial-zoning districts, proximity to interstate highways and special taxing districts. Also, certain properties may be subject to a special transportation tax, such as the Alternate Rt. 5 Transportation District, which requires an additional tax for the construction of roadways. This also applies to certain historical corridors/historical overlay districts. It is recommended that the Purchaser investigate these matters with local authorities to determine if the property is affected by any of these considerations.

In addition to the considerations above, it is the Purchaser's sole responsibility to investigate with the appropriate authorities the possibility of making changes/additions to the property with regard to conforming to zoning regulations and/or neighborhood covenants and restrictions.

**D. SCHOOL DISTRICTS:** Purchaser is advised to check directly with school administration to confirm school districts and school assignments.

**E. NOISE:** Noise from whatever source (aircraft, traffic, commercial facilities, etc.) may affect the livability and/or enjoyment of a Property. It is recommended that the Purchaser determine if noise impacts the use of the property.

**F. 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 the 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.

**G. FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing floor 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 purchase 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 website [www.FEMA.gov](http://www.FEMA.gov) for a determination.

**H. 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 fee for origination of such warranty plans, based upon plan selected.

**I. LENDER'S / OWNERS TITLE INSURANCE:** Title insurance offers protection from loss in the event that property has an undiscovered or overlooked title defect. Buyer will be required to purchase a lender's title insurance policy which does not provide any direct protection to Buyer if 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. To be fully protected against the possibility of property or financial loss, Purchaser should consider obtaining Owner's Title Insurance, which is available through attorneys and settlement agents. 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 cover and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates.

**J. SMOKE DETECTION:** Purchaser should investigate that smoke detection and carbon monoxide detection, if available, is operable.

**K. HOME WARRANTY PROGRAMS:** Home Warranty Programs provide limited protection to the Purchaser in the event that there is a problem with a covered appliance or system during the coverage period. Either the Seller or the Purchaser can purchase most programs. The Broker may be compensated for administrative services provided.

**L. ASSISTANCE WITH MORTGAGE OR INSURANCE PROCUREMENT:** The Purchaser has the right to choose the mortgage lender and insurance broker. The real estate licensee working with Purchaser may assist by providing names of lenders and insurance companies for the Purchaser's consideration. Using real estate licensee's recommended providers may not guarantee the lowest rates or best terms, and it may be in Purchaser's interest to compare the rates of more than one provider.

**M. PLATS/SURVEYS:** Purchaser is aware that lot size and actual boundaries represented in the multiple listing and/or advertisements are approximate. A lender or title insurance company may require a land survey if the Purchaser is financing the purchase of property. Whether or not financing is involved, it is recommended that Purchaser obtain a land survey, which reports the boundaries of the property, the setback requirements, and any encroachments, deficiencies in land, and easements that are apparent on the ground. Land surveys are available from licensed surveyors and are usually arranged for by Purchaser's attorney or settlement agent.

**N. ENVIRONMENTAL:** The use and developmental 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, 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) above ground storage tanks; (5) urea formaldehyde; (6) lead-based paint; (7) electromagnetic fields; and (8) landfills/dump sites. Information is available at the department of Environmental Quality Control at [www.deq.virginia.gov](http://www.deq.virginia.gov)

**O. 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.**

**P. 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.

**Q. SOIL & DRAINAGE:** Certain soils in our market area have been identified as having high concentrations of certain marine clays. These soils are often referred to as "shrink/swell" or "expansive" soils and can cause foundation damage. Some areas in the market have also been identified as having drainage problems after heavy rains. It is recommended that Purchaser investigate these matters with local authorities or "experts" to determine whether the property is adversely affected by these or related conditions.

**R. WATER/SEWER USE REGULATIONS:** Some municipalities have emergency water management programs that may be enacted at certain times. Also, some municipalities and/or lenders may require hook-up to public water and/or sewer if available, or when it becomes available. Purchasers are advised to check with appropriate municipalities for information relating to water and sewer concerns.

**S. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** At Purchaser's expense, an inspection and moisture test of the EIFS or synthetic stucco may be performed by a certified EIFS Inspector. In the event the property is a condominium unit, the rights of other unit owners or the condominium association may limit your inspection.

**T. 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.

**U. 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 Department of Health at [www.vdh.state.va.us/](http://www.vdh.state.va.us/)

**V. 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, construction 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.

**W. ANCILLARY SERVICES:** Certain ancillary services may be offered to the Purchaser/Seller. The Broker may be compensated for administrative services provided. The Purchaser/Seller is under no obligation to purchase any such service through the Broker and may seek any such services through any provider of their choosing.

**X. EQUAL SERVICES:** In the sale, purchase, exchange, rental or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap.

**Y. FURTHER INFORMATION:** There are other sources from which information concerning this transaction may be obtained such as: governmental regulatory and consumer agencies, appropriate property owners' associations (if any), and legal counsel.

*We, the undersigned, acknowledge that we have read and received a copy of these general disclosures:*

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