

IF APPLICABLE, SELECT AND COMPLETE ONE OF THESE DISCLOSURES:

DISCLOSURE OF THE USE OF DESIGNATED REPRESENTATIVES

The undersigned hereby acknowledge disclosure that Long & Foster Real Estate, 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 Ira M. Hersh (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 _____ to act as Designated Representative for the other party indicated: (check one)

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

Walter M. Lander
Date 7/3/10 Name (Seller/Landlord)

Date Name (Buyer/Tenant)

Date Name (Seller/Landlord)

Date Name (Buyer/Tenant)

-OR-

DISCLOSURE OF DUAL REPRESENTATION

The undersigned hereby acknowledge disclosure that Long & Foster Real Estate, Inc. (Name of Broker/Firm)

and _____ represent more than one party in this real estate transaction as indicated:
 Seller(s) and Buyer(s) 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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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/ 128 Martin Lane Alexandria, VA 22304
Legal Description: Lot 71 Ph 2 Cameron

- CONDITION:** 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.
- ADJACENT PARCELS:** 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.
- HISTORIC DISTRICT ORDINANCES(S):** 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(s) 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.
- RESOURCE PROTECTION AREAS:** 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.



5. **SEXUAL OFFENDERS:** The undersigned owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-38 7et 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.

6. **DAM BREAK INUNDATION ZONE(S):** 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.

7. **STORMWATERDETENTION:** 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.

8. **WASTEWATERSYSTEM:** The undersigned 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 the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any wastewater system 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.

9. **UNIFORM STATEWIDEBUILDING CODE:** 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.

Additional Written Disclosure Requirements

FIRST SALE OF A DWELLING: 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.

PLANNING DISTRICT 15: 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.

Owner

Date

Walter M. J. Sauer 7-3-10

Owner

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 7/10





Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 128 Martin Lane
Property Address

Alexandria, VA 22304

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- WAF Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: 2000
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

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.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) 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 (initial and complete (i) or (ii) below):

(i) 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).

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

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (if none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. Raf Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

Walter H. ... 2/5/10
Seller Date

Purchaser Date

Madell L. ... 1/19/10
Seller Date

Purchaser Date

... 7/3/10
Agent Date

Agent Date

