

**WEST VIRGINIA RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

**NOTICE TO OWNER(S):** Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_ SOLD "AS-IS" \_\_\_\_\_  
\_\_\_\_\_

Owner Francis L. Boar Date 6/3/24  
Owner \_\_\_\_\_ Date \_\_\_\_\_

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.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser \_\_\_\_\_ Date \_\_\_\_\_

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

For the sale of Property at: 124 Glory Lane Romney WV 26757

SELLER REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial) of the following and state Year Constructed): 2001

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
- 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 Disclosure (each Seller complete items 'a' and 'b' below)**

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_
  - 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 (check (i) or (ii) below):
- 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): \_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**III. Purchaser 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, initial 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):
  - 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.
  - 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 Acknowledgment (initial item 'g' below)**

g.  Listing and Selling Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed Seller and the Purchaser of their obligations under this law as evidenced by the Seller and the Purchaser having completed this form.

**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:

Frances L. Burr 6/3/24  
 Seller Date

\_\_\_\_\_  
 Purchaser Date

\_\_\_\_\_  
 Seller Date

\_\_\_\_\_  
 Purchaser Date

Quinn K. Clower-Haynes 6/3/24  
 Agent Date

\_\_\_\_\_  
 Agent Date

# NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- \* Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- \* A duty of honest and fair dealing and good faith.
- \* Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- \* Must promptly present all written offers to the owner.
- \* Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) JUDITH K Clower-Nazelrod, affiliated with

(firm name) WV LAND & HOME REALTY LLC, is acting as agent of:

- The Seller, as listing agent or subagent.       The Buyer, as the buyer's agent.  
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION			
By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.			
<u>Frances A. Ben</u>	<u>6/3/24</u>		
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature Judith K Clower-Nazelrod  
 Date June 3, 2024

WV Real Estate Commission  
 300 Capitol Street, Suite 400  
 Charleston, WV 25301  
 304.558.3555  
<http://rec.wv.gov>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees

