



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Fabrycky Family Trust – Trust Department of the National Bank of Blacksburg, Trustee, by and through Jessica Walker, Assistant Vice President

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, June 25th, 2026 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 1.53 ac; Parcel ID: 006225; Tax Map #224- 9 A1; DB 2008 PG 6276; PB 3 PG 249 & +/- 0.188 ac; Parcel ID: 110104; Tax Map #224- 9 B; DB 2008 PG 6277; PB 4 PG 55

Address: 1200 Lakewood Dr., Blacksburg VA 24060

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 25th, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman** at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Realtor Bruce Morris at (540) 808-9103.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, August 10th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Other:** Property is subject to deed restrictions.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414
Alabama Auctioneer License #	5700

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.****



Neighborhood

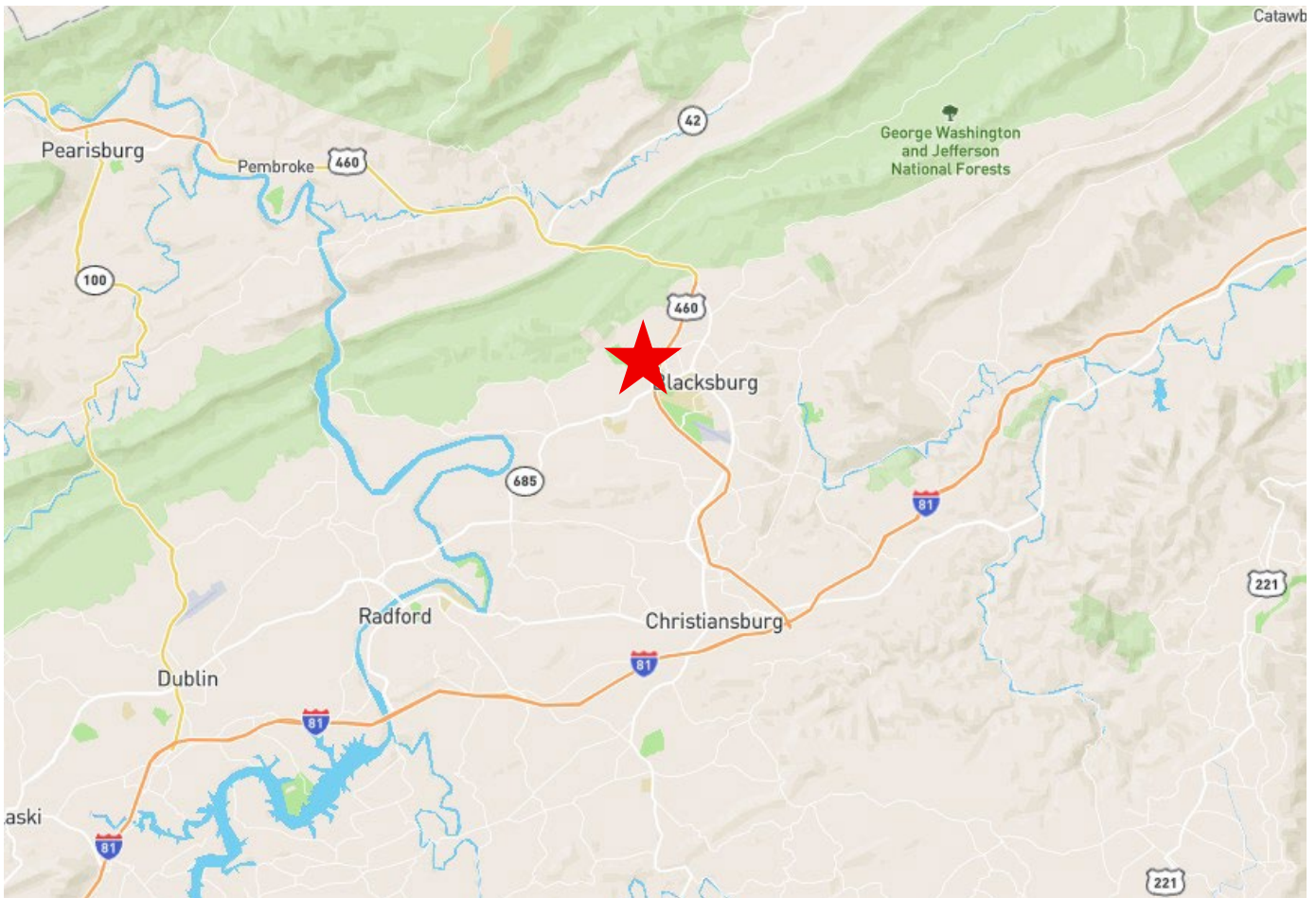
1200 Lakewood Dr.,
Blacksburg, VA 24060





Location

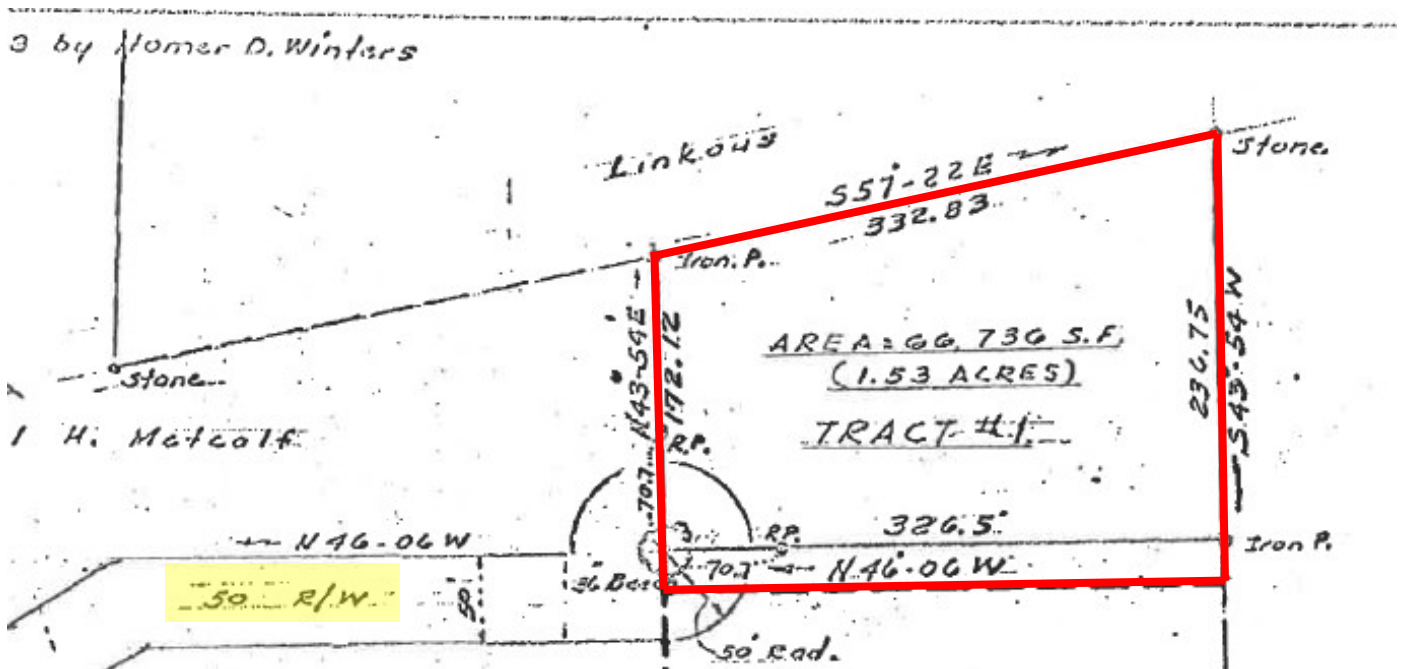
1200 Lakewood Dr.,
Blacksburg, VA 24060



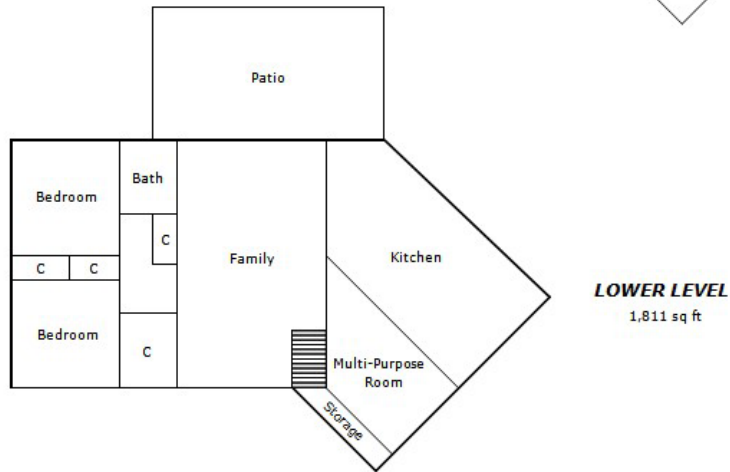
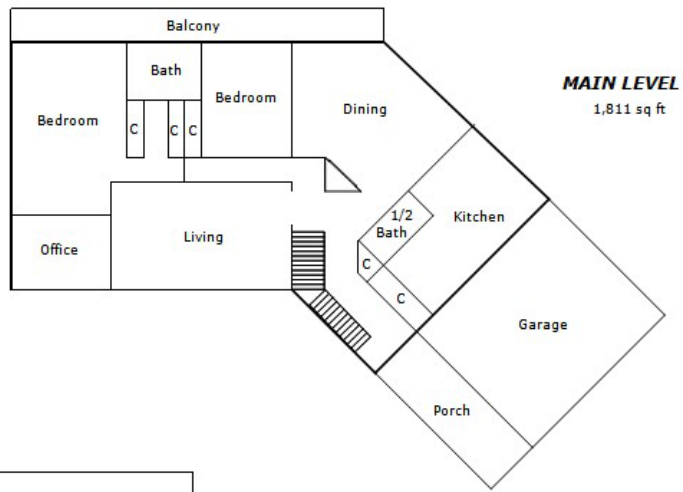


Survey

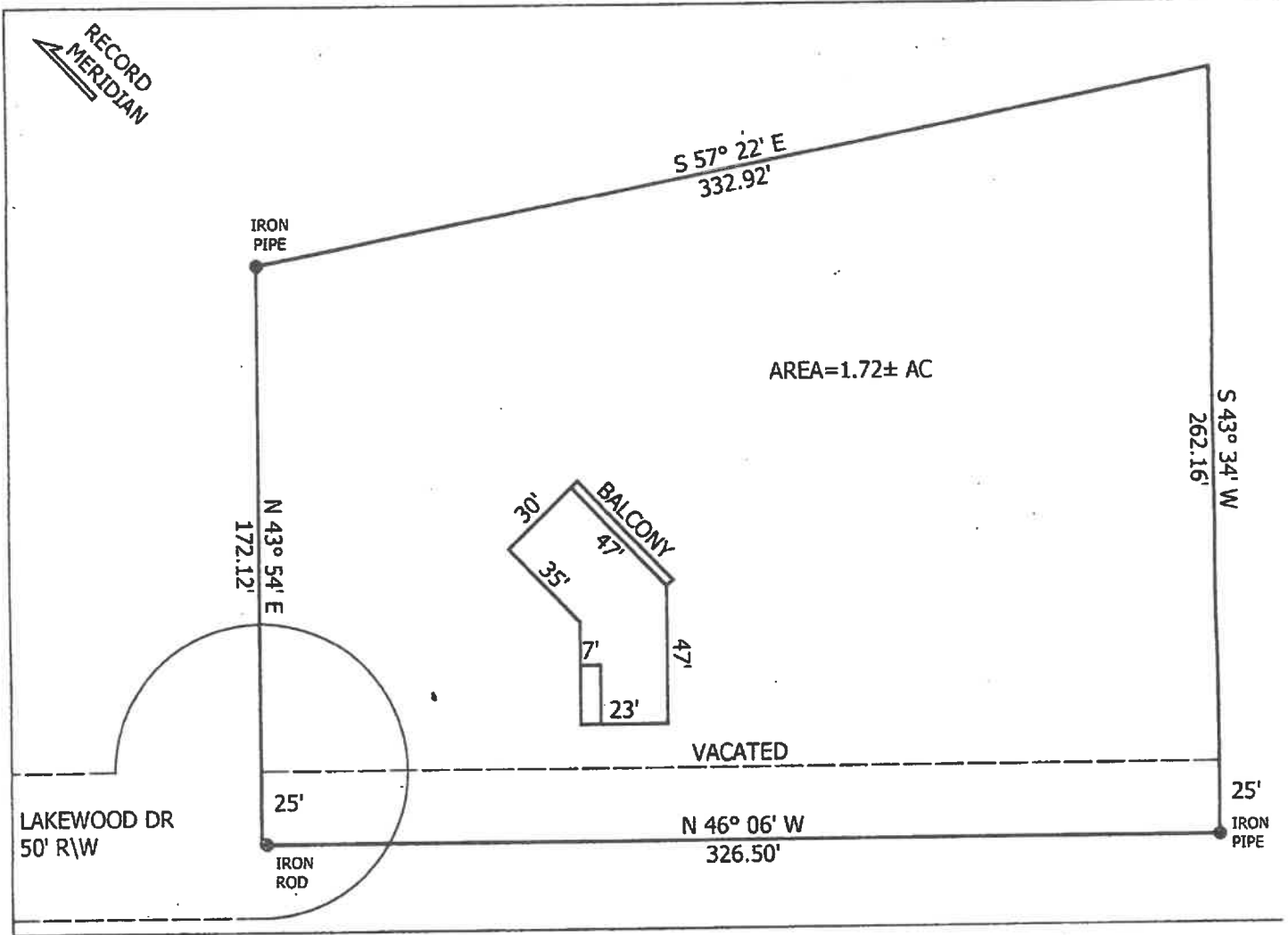
+/- 1.72 ac



Floor Plan



This Plat is for the property at 1200 Lakewood Drive in Blacksburg, Montgomery County, Virginia, 24060. It was prepared for recordation to combine adjacent tax parcels, both acquired in 1965. The residence shown was platted, designed, constructed, and occupied since 1966 by Wolter J. Fabrycky and his family members.



Parcel Identification and Certification

The larger parcel ID is 006225 under tax map #224-9A1 with 1.530 acres and is the site for the home. The smaller parcel ID is 110104 under tax map #224-9B with 0.188 acres. This combined acreage of 1.718 acres has a deeded 50' R/W.

W. J. Fabrycky P.E. was the designer and builder and hereby certifies that this request is in accordance with legal descriptions and surveys on file with the Office of the Clerk of the County of Montgomery. Vacation of the common boundary of 326.50 feet bearing N 46° 06" W is being sought.

W. J. Fabrycky
 W. J. Fabrycky, PE #3590, VA (1965)

Owner's Statement and Request

The Fabrycky Family Trust is the legal owner of both parcels shown above. This Plat is presented for the sole purpose of vacating the common boundary. The benefit of this change is to make ownership and taxation possible by the use of one instead of two real estate tax records.

Acting within my authority for the property owner, the Fabrycky Family Trust, I hereby request the Clerk of Montgomery County to admit to the public record this single parcel to replace the two parcels that have existed since 1965.

Wolter J. Fabrycky
 Wolter J. Fabrycky, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY, TO WIT:

This is a Plat of Two Adjacent Parcels submitted for recordation in the County of Montgomery. The Custodian for the Deeds cited herein is Montgomery Law Office, with its business address at 1901 South Main Street, Suite 3, Blacksburg, Virginia 24060.

WITNESS MY SIGNATURES AND SEALS

Wolter J. Fabrycky (SEAL)
Wolter J. Fabrycky

W J FABRYCKY
1200 LAKEWOOD NW
BLACKSBURG VA 24060



Status can be verified at <http://www.dpor.virginia.gov>

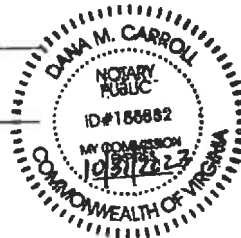
NOTARIZATION

The foregoing instrument was acknowledged before me by Wolter J. Fabrycky, also known as W. J. Fabrycky, on this the 18th day of August 2020.

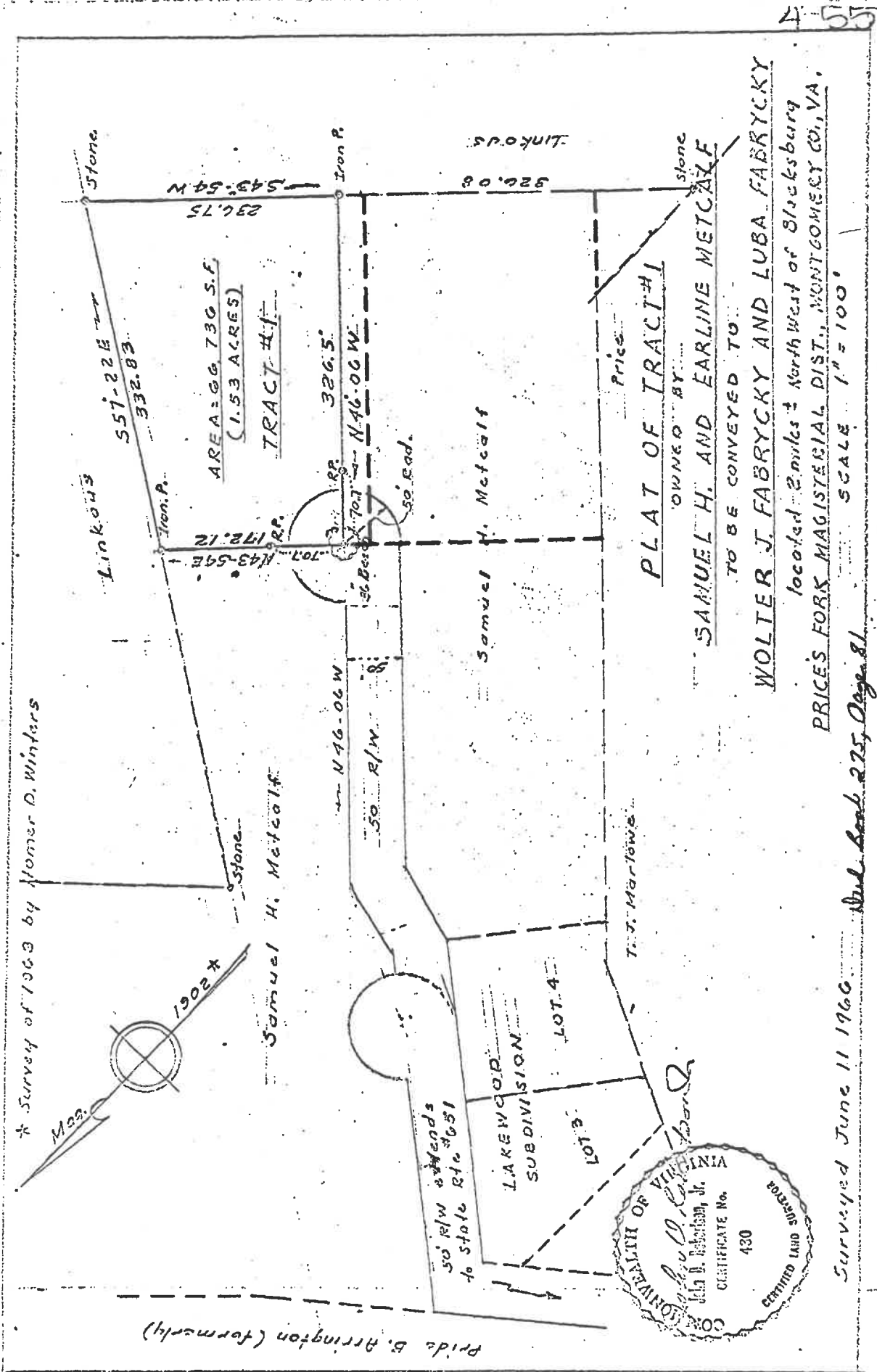
Notary Dana M. Carroll

Number 155882

My commission expires 10/31/2023



INSTRUMENT # 2020007475
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Aug 18, 2020 AT 04:01 pm
ERICA W. CONNER, CLERK by TMC



Parcel ID: 006225

Owners

Owner1 FABRYCKY FAMILY TRUST
 Owner2 C/O RODNEY JON FABRYCKY EXECUTOR
 Mailing Address 1524 WOODACRE DR
 Mailing Address2
 City, State, Zip MC LEAN VA 22101

Parcel

Tax Map Number 224- 9 A1
 Property Address 1200 LAKEWOOD DR
 City, State, Zip BLACKSBURG VA 24060
 Neighborhood Code BR210300
 Class Code/Description 1000/Single Family Res Urban
 Use Code/Description 510/SINGLE FAMILY IMPROVED URBAN
 Primary Zoning Code/Desc RR-1/RURAL RESIDENTIAL 1
 Restriction Code/Description 1 /
 Restriction Code/Description 2 /
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: PB 0003 0249
 Notes:
 Notes:
 Notes:
 Notes: 3
 Notes:

Legal Description

Legal Description 1 SAM H METCALF PROP
 Legal Description 2 TRACT 1
 Tax District Code/Description BP/BLACKSBURG/PRICES FORK
 Deeded Acres 1.53
 Deed Book 2008
 Page 006276

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
13-JUN-2008		FABRYCKY FAMILY TRUST	FABRYCKY LIVING TRUST	2008	006276
18-JUL-2003		FABRYCKY LIVING TRUST	FABRYCKY LUBA	2004	002512
01-JAN-1996		FABRYCKY LUBA		0923	0049

Sale Details

1 of 3

Sale Date 13-JUN-2008
 Sale Key 80472
 Sale Price
 Grantee FABRYCKY FAMILY TRUST
 Grantor FABRYCKY LIVING TRUST
 Book 2008
 Page 006276
 Sale Type IMPROVED
 Sale Source D-DEED BARGIN SALE
 Sale Validity 17-DEED OF GIFT

Dwelling Description

Card 1
 Story Height 1
 Construction Code/Desc 2 / BRICK
 Style Code/Desc 07 / CONTEMPORARY
 Year Built 1966
 Effective Year Built 1985
 Remodeled Year
 Total Rooms 8
 Bedrooms 3
 Full Baths 2
 Half Baths 1
 Additional Fixtures
 Total Fixtures 8
 Kitchen Remodeled
 Bathroom Remodeled
 Basement Code/Desc 6 / FULL

Heating Code/Desc	4 / CENTRAL WITH AIR
Heating Fuel Type Code/Desc	5 / ELECTRIC
Heating System Code/Desc	5 / HEAT PUMP
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	3,011
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	1200 / \$22400
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	1 / 2
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	23 / C+10
Additional Exterior Wall	
Roof Structure	HIP
Roof Cover	H/D COMPOSITE SHINGLE
Interior Wall 1	PLASTER
Interior Wall 2	
Floor Code 1	CARPET
Floor Code 1	HARDWOOD
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

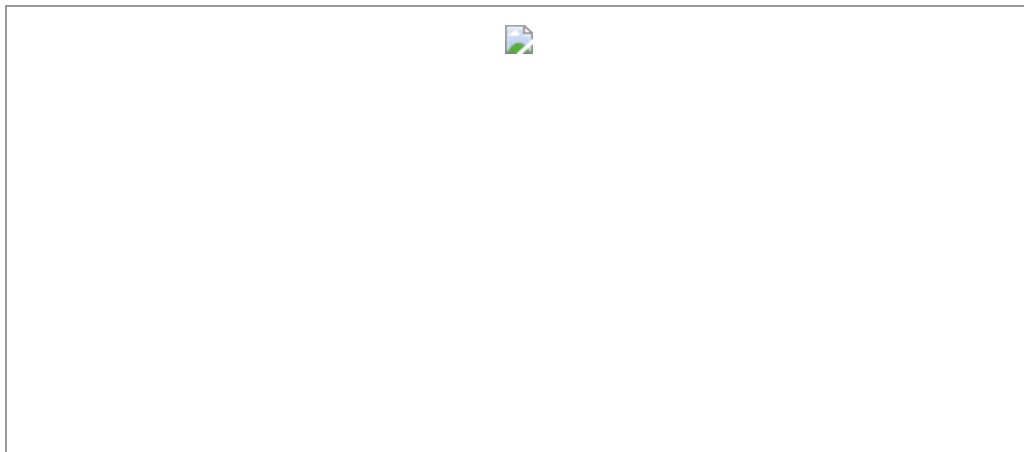
SFLA includes finished basement area

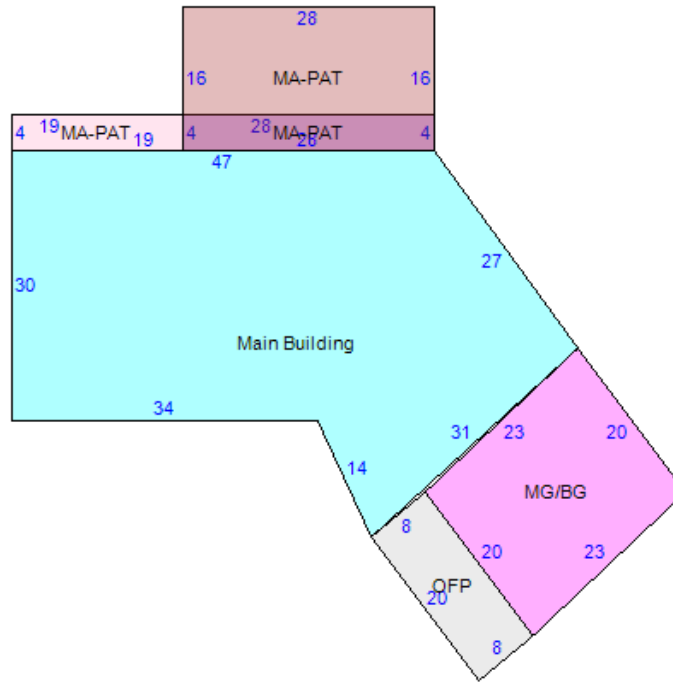
Assessed Values

Assessed Land	\$84,500
Assessed Buildings	\$334,300
Total Assessed Value	\$418,800
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2025 is 76 cents per \$100.





Item	Area
Main Building	1811
MA-PAT - 33:MA-PAT	448
MG/BG - 23:MG/BG	464
OFP - 11:OFP	156
MA-PAT - 33:MA-PAT	76
MA-PAT - 33:MA-PAT	112

Parcel ID: 110104

Owners

Owner1 FABRYCKY FAMILY TRUST
 Owner2 C/O RODNEY JON FABRYCKY EXECUTOR
 Mailing Address 1524 WOODACRE DR
 Mailing Address2
 City, State, Zip MC LEAN VA 22101

Parcel

Tax Map Number 224- 9 B
 Property Address LAKEWOOD DR
 City, State, Zip BLACKSBURG VA 24060
 Neighborhood Code BR210300
 Class Code/Description 1000/Single Family Res Urban
 Use Code/Description 500/RES, VACANT LAND, URBAN, 0-19.999 ACRES
 Primary Zoning Code/Desc RR-1/RURAL RESIDENTIAL 1
 Restriction Code/Description 1 /
 Restriction Code/Description 2 /
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: PB 0004-0055
 Notes: 2018 SMALL STRIP/PART OF ROAD
 Notes:
 Notes:
 Notes:
 Notes:

Legal Description

Legal Description 1 SAM H METCALF PROP
 Legal Description 2 LOT
 Tax District Code/Description BP/BLACKSBURG/PRICES FORK
 Deeded Acres .188
 Deed Book 2008
 Page 006277

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
13-JUN-2008	\$0	FABRYCKY FAMILY TRUST	FABRYCKY LIVING TRUST	2008	006277
18-JUL-2003		FABRYCKY LIVING TRUST		2004	002513

Sale Details

1 of 2

Sale Date 13-JUN-2008
 Sale Key 80473
 Sale Price \$.00
 Grantee FABRYCKY FAMILY TRUST
 Grantor FABRYCKY LIVING TRUST
 Book 2008
 Page 006277
 Sale Type VACANT
 Sale Source D-DEED BARGIN SALE
 Sale Validity 17-DEED OF GIFT

Assessed Values

Assessed Land \$2,500
 Assessed Buildings \$0
 Total Assessed Value \$2,500
 Land Use Program NO
 Deferred Land Use Amount \$0
 Value After Land Use Deferment \$0
 Taxable Type Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
 Values are subject to change due to additions or subtractions that occur to a parcel

1.53 ac Deed & Restrictions

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1015

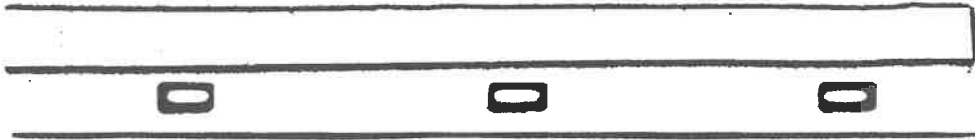
*Mailed to:
Walter J. Fabrycky
1318 Spruce Lane
Blacksburg Va.
8-12-66*

THIS DEED, made and entered into on this 21st day of June, 1966, by and between Samuel H. Metcalf and Earline F. Metcalf, his wife, parties of the first part, and Wolter J. Fabrycky and Luba Fabrycky, his wife, as tenants by the entirety in fee simple with common law right of survivorship, parties of the second part, and Bank of Christiansburg and C. R. Chestam, Acting Trustee, parties of the third part;

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, all cash in hand paid by the parties of the second part to the parties of the first part, receipt whereof is hereby acknowledged by them, the parties of the first part grant, sell and convey, with General Warranty of Title, unto Wolter J. Fabrycky and Luba Fabrycky, his wife, as tenants by the entirety in fee simple with common law right of survivorship, parties of the second part, all that certain lot or parcel of land, with all rights, privileges and appurtenances thereunto belonging, lying in the Price's Fork Magisterial District of Montgomery County, Virginia, about two (2) miles northwest of the Town of Blacksburg, on the east side of, but not abutting upon, State Route No. 651, and bounded and described as follows:

BEGINNING at a stone at a corner in the lines of Linkous' land; thence with the line of Linkous' land, S 43° 54' W 236.75 feet to an iron pipe; thence two new lines with the land of Samuel H. and Earline F. Metcalf, N 46° 06' W 326.5 feet to the center of a beech tree,



*map filed in Plat
Book 3, Page 279*

and N 43° 54' E 172.12 feet to an iron pipe in the line of Linkous' land; thence with the line of Linkous' land, S 57° 22' E 332.83 feet to the BEGINNING, containing an area of 66,736 square feet or 1.53 acres, according to a plat of a survey, dated June 11, 1966, made by John D. Robertson, Jr., C. L. S., a copy of which is filed herewith and made a part of this deed, and which parcel of land is described on said plat as Tract No. 1.

And being a part of the land that was conveyed to the parties of the first part by Fride B. Arington and wife, by deed dated March 4, 1963, recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 240, page 249.

And the parties of the first part grant and convey unto the parties of the second part as appurtenant to and to run with the hereinabove described and conveyed parcel of land, a right of way and easement, fifty (50) feet in width extending from the northwest corner of said parcel, in a northwesterly direction to the fifty (50) foot road which serves Section 1, of Lakewood Subdivision, and thence over that road to State Route No. 651, for ingress and egress between the parcel herein conveyed and State Route No. 651. The location of said right of way and easement is shown on the plat filed with this deed and includes a cul-de-sac at the northwest corner of the parcel herein conveyed. For so long as the parties of the second part and their successors in title are the only users of said right of way extending from

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the northwest corner of the parcel herein conveyed to the existing roadway serving Lakewood Subdivision, the final decision regarding the retention or removal of trees on the right of way, shall rest with them and they shall be responsible for the construction and maintenance of the right of way.

In the event the parties of the first part or their successors in title, sell additional land along the above mentioned right of way, the owners of said lands shall have the right to use of the same, but will be required to share proportionately in the future maintenance and improvement costs. The parties of the first part and their successors in title will be responsible for the maintenance of the existing road now serving Lakewood Subdivision.

It is agreed by the parties of the first part that if the right of way herein granted to the parties of the second part is required to be changed in the future, there will be provided an equivalent right of way for access to the parcel herein conveyed.

It is agreed between the parties hereto that the parties of the first part and their successors in title, may dedicate for public use, the right of way 50 feet wide extending from the parcel herein conveyed to the existing road serving Lakewood Subdivision, together with the entire cul-de-sac (or any other roadway that may be substituted therefor), and if, as a result of such dedication or for any other reason, it becomes necessary to bring the existing road up to Town, City, County or State specifications, or to satisfy development plans, the parties of the second part shall not be required to contribute to the costs

thereof. Future owners of land adjoining said roadway shall have an easement for travel over the portion of the cul-de-sac located upon the parcel herein conveyed.

The parties of the first part also grant and convey to the parties of the second part, as appurtenant to said parcel of land, a right of way and easement for public utilities over the existing 50 foot roadway serving Lakewood Subdivision and the 50 foot roadway extending to the parcel herein conveyed, or at their option, over the rear property line of the parties of the first part.

The parcel of land herein conveyed is made subject to the following restrictive covenants which are hereby made covenants running with the said land and binding upon, and enforceable by, the undersigned and all future owners of the land or any part of the land of which the parcel herein conveyed is a part:

1. The said parcel of land shall be used for residential purposes only. No structure (except as hereinafter provided), shall be erected, altered, placed or permitted to remain upon said parcel other than one dwelling house with attached, semi-attached or detached garage. Any such dwelling house may contain two (2), but not more than two (2), living units, and the exterior of such dwelling house must be that of a single family dwelling.

2. Any dwelling house erected on said parcel, exclusive of open porches, carports and garages, shall contain a minimum of: approximately 1700 square feet of living space in the case of a one story structure; approximately 2500 square feet of

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living space in the case of a one and a half story structure, and approximately 2650 square feet of living space in the case of a full two story structure.

3. A dog house to house one dog may be constructed and used upon said parcel of land, provided it is so located as not to be observable to the cul-de-sac located at the northwest corner of said parcel.

4. The exterior building materials of all structures shall be brick, quarried stone, weather board, or a combination of those materials, above the basement line.

5. Heating units in all structures shall be restricted to oil, gas or electric operation. If bottled gas or oil is used, tanks shall be buried in the ground.

6. Any structure erected on said parcel shall be located at least fifty (50) feet from the southwest property line and the northwest property line.

7. No animals, livestock or fowls of any kind, shall be raised, bred or kept upon said parcel, except dogs, cats and other household pets which may be kept, provided that the same are not to be kept, bred or maintained for any commercial purposes.

8. No trailer, mobile home, tent or shack shall at any time be placed or kept upon said parcel.

9. No noxious or offensive activity shall be carried on upon the said parcel, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

10. Invalidation of any of the foregoing restrictive covenants by a court of competent jurisdiction shall not operate

to invalidate the remaining covenants, which shall remain in full force and effect.

The parties of the first part covenant that they have a right to convey the said land to the parties of the second part; that the said parties of the second part shall have quiet possession of said land, free from all encumbrances; that they, the parties of the first part, have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

WHEREAS, by a deed of trust dated September 4, 1964, recorded in said Clerk's Office in Deed Book 253, page 161, the parties of the first part conveyed to C. R. Cheatham and Allen Sowder, Trustees, with authority to either or both of them to act, certain real estate which includes the parcel of land herein conveyed, in trust, to secure Bank of Christiansburg, the payment of a debt therein described.

NOW, THEREFORE, in consideration of \$1.00 in hand paid, receipt whereof is hereby acknowledged, the parties of the third part release unto the parties of the second part, all the claims of Bank of Christiansburg and said Trustees, upon the hereinabove described and conveyed parcel of land, and subordinate the lien of said deed of trust to the right of way and easement herein granted.

WITNESS the signatures and seals of the parties of the first part and IN WITNESS WHEREOF Bank of Christiansburg has caused this deed to be made and entered into, in its name and on its behalf, by C. R. Cheatham, its President, and under its

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corporate seal, duly attested by R. L. Hickok, its Cashier, and WITNESS the signature and seal of said Acting Trustee, all on the day and year first above written:



Samuel H. Metcalf (SEAL)
Samuel H. Metcalf
Earline F. Metcalf (SEAL)
Earline F. Metcalf

BANK OF CHRISTIANSBURG

By C. R. Cheatham
President

Attest:

R. L. Hickok
Cashier

C. R. Cheatham (SEAL)
Acting Trustee

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

I, Jamies Reed, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that Samuel H. Metcalf and Earline F. Metcalf, his wife, whose names are signed to the foregoing and hereto annexed writing, dated June 21, 1966, this day personally appeared before me and acknowledged the same before me, in my county and state aforesaid.

My commission expires: March 22, 1969

Given under my hand on this 22 day of June 1966.

Jamies Reed
Notary Public

STATE OF VIRGINIA,

COUNTY OF MONTGOMERY, to-wit:

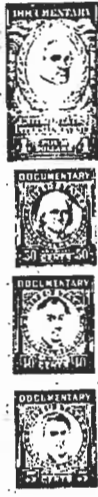
I, David B. Linkner, a Notary Public in and for the county aforesaid, in the State of Virginia, do certify that C. R. Cheatham and R. L. Hickok, President and Cashier, respectively, of Bank of Christiansburg, and C. R. Cheatham, Acting Trustee, whose names are signed to the foregoing and hereto annexed writing, dated June 21, 1966, this day personally appeared before me and acknowledged the same before me, in my county and state aforesaid.

My commission expires: August 18, 1968

Given under my hand on this 22nd day of June

1966.

David B. Linkner
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County
22nd day of June 1966 The foregoing deed was this day
presented in said Office and with certificate annexed admitted to record at
4:55 o'clock P. M.

Teste: A. B. CORRELL, Clerk
By Georgia West, D. C.

*Filed
4/24/67
Mailed to:
Walter J. Fabrycky
1318 Gussow Lane
Blacksburg, Va.
7/11/67*

0.188 ac Deed

THIS DEED, made and entered into on this the 4th day of April, 1967, by and between Samuel H. Metcalf and Earline F. Metcalf, husband and wife, parties of the first part, and Wolter J. Fabrycky and Luba Fabrycky, husband and wife as tenants by the entirety with the right of survivorship as at common law, parties of the second part, and Bank of Christiansburg and Allen Sowder, Acting Trustee, parties of the third part.

W I T N E S S E T H:

That for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, all cash in hand paid by the parties of the second part to the parties of the first part, the receipt of all of which is hereby acknowledged, the parties of the first part do hereby bargain, sell, grant and convey with covenants of GENERAL WARRANTY of Title unto Wolter J. Fabrycky and Luba Fabrycky, husband and wife as tenants by the entirety with the right of survivorship as at common law, all of that certain tract or parcel of real estate with privileges and appurtenances thereunto belonging, lying and being in the Price's Fork Magisterial District of Montgomery County, Virginia, about two miles northeast of the Town of Blacksburg, and bounded and described as follows:

BEGINNING at an iron post at the southwest corner of Tract No. 1, now owned by the parties of the second part, thence S 43 54' W 25 feet to a point, thence N 46 6' W 326.5 feet to a point, thence N 43 54' E 25 feet, thence S 46 6' E 326.5 feet to the point of BEGINNING.

And being a part of the land that was conveyed to the parties of the first part by Pride B. Arrington and wife, by deed

LAW OFFICE
JAY A. PRICE
BLACKSBURG, VA.

dated March 4, 1963, and recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 240, page 249.

The parties of the first part and the parties of the second part hereby agree to rescind an option dated May 27, 1966, and pertaining to Tract No. 2 mentioned in the option, and all rights, obligations and liabilities accorded to both parties are hereby terminated.

The parties of the first part hereby agree to extend the line on the survey attached to the option and designated as a line 172.12 feet in length and running north 43 54' E, this line to be extended to the adjoining property line, which would be a common property line of T. J. Marlowe and R. M. Price. The parties of the first part further agree to retain the parcel designated as Tract 2, with the addition of this new portion, as one parcel of property and to sell it as such to all subsequent purchasers, except that the parties of the first part hereby agree that they may sell the small triangular portion as a separate piece to R. M. Price, or his successors or assigns, or as a part of the whole tract designated as Tract No. 2.

A survey dated June 11, 1966, made by John D. Robertson, C.L.S. is attached hereto showing the portion of the property to be conveyed by broken lines, and the extension of the new line and the small triangular portion established by broken lines. These broken lines are not intended to be to scale, but to be an aid in the carrying out the agreement between the parties of the first part and the parties of the second part.

All rights, obligations and liabilities of both parties of the first part and parties of the second part pertaining

map filed in Deed Book 240, Page 55

LAW OFFICE
JAY A. PRICE
BLACKSBURG, VA.

to a right-of-way contained in a deed dated June 21, 1966, are hereby made expressly a part of this deed. The parcel of land herein conveyed is made subject to the restrictive covenants contained in the aforementioned deed and are to run with the land, and binding upon and enforceable by the undersigned, and all future owners of the land or any part of the land of which the parcel herein conveyed is a part, except that covenant No. 6 is changed in the following respect: the set back line of 50 feet from the old southwest line of Tract No. 1 is hereby reduced to a set back of 40 feet from the newly established southwest line.

The parties of the first part covenant that they have a right to convey the said land to the parties of the second part; that the said parties of the second part shall have quiet possession of said land free from all encumbrances; that they, the parties of the first part have done no act to encumber the said land; and that they will execute such further assurances of said land as may be requisite.

WHEREAS, by a deed of trust dated September 4, 1964, recorded in the said clerk's office in Deed Book 253, page 161, the parties of the first part conveyed to C. R. Cheatham and Allen Sowder, Trustees, which authority to either or both of them to act, certain real estate which includes the parcel of land herein conveyed, in trust, to secure the Bank of Christiansburg, the payment of the debt therein described.

NOW, THEREFORE, in consideration of One and no/100 (\$1.00) Dollar in hand paid, receipt whereof is hereby acknowledged, the parties of the third part release under the parties

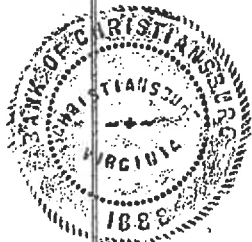
LAW OFFICE
JAY A. PRICE
BLACKSBURG, VA.

of the second part, all the claims of the Bank of Christiansburg and said trustees, upon the hereinabove described and conveyed parcel of real estate.

WITNESS the signatures and seals of the parties of the first part and IN WITNESS WHEREOF Bank of Christiansburg has caused this deed to be made and entered into, in its own name and on its behalf by J. T. Williams, Jr., its President, and under its corporate seal, duly attested by R. L. Hickok, its Cashier, and WITNESS the signature and seal of said acting trustee.

Samuel H. Metcalf (SEAL)
Samuel H. Metcalf

Earline F. Metcalf (SEAL)
Earline F. Metcalf



BANK OF CHRISTIANSBURG

BY: J. T. Williams, Jr.
President

ATTEST:

R. L. Hickok
Cashier

Allen Borden (SEAL)
Acting Trustee

STATE OF VIRGINIA:

COUNTY OF MONTGOMERY, to-wit:

I, Janice Reed, a Notary Public in and

for the county and state aforesaid, do hereby certify that

LAW OFFICE
JAY A. PRICE
BLACKSBURG, VA.

Samuel H. Metcalf and Earline F. Metcalf, husband and wife,
whose names are signed to the foregoing writing bearing date
of the 4th day of April, 1967, personally appeared before me
in my said county and state and acknowledged the same before me.

Given under my hand this 5 day of April, 1967.

My commission expires: March 22, 1969.

Janice Reed
NOTARY PUBLIC

STATE OF VIRGINIA:

COUNTY OF MONTGOMERY, to-wit:

I, Doris P. Nelson, a Notary Public in
and for the county and state aforesaid do hereby certify that
J. T. Williams, Jr. and R. L. Hickok, President and Cashier,
respectively, of Bank of Christiansburg, and Allen Sowder, Act-
ing Trustee, whose names are signed to the foregoing writing
bearing date of the 4th day of April, 1967, personally appeared
before me in my said county and state and acknowledged the same
before me.

Given under my hand this 4th day of April, 1967.

My commission expires: 4-17-70.

Doris P. Nelson
NOTARY PUBLIC



LAW OFFICE
JAY A. PRICE
BLACKSBURG, VA.

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County
6th day of April 19 67 The foregoing deed was this day
presented in said Office and with certificate annexed admitted to record at

9:17 o'clock A. M.

Teste: A. B. CORRELL, Clerk

By: Georgia Collins, D. C.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **June 25th 2026**, between **Fabrycky Family Trust – Trust Department of the National Bank of Blacksburg, Trustee, by and through Jessica Walker, Assistant Vice President** owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Montgomery, Virginia, and described as:

2. Legal Description –

+/- 1.53 ac; Parcel ID: 006225; Tax Map #224- 9 A1; DB 2008 PG 6276; PB 3 PG 249 & +/- 0.188 ac; Parcel ID: 110104; Tax Map #224- 9 B; DB 2008 PG 6277; PB 4 PG 55

Address: 1200 Lakewood Dr., Blacksburg VA 24060

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser will make a deposit with the Attorney or Title Company of Purchasers Choice, of **\$5,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at **Attorney or Title Company of Purchasers Choice** on or before **August 10th, 2026** ("Settlement Date"). Possession shall be given at Settlement.

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials _____

Purchaser's Initials _____

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** 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 certain representations as to the real property. Said form is attached.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may

Seller's Initials _____

Purchaser's Initials _____

void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 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) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

An effective lien for work performed prior to the settlement date may be filed after settlement. Legal counsel should be consulted.

MECHANIC'S LIEN AFFIDAVIT: Sellers shall furnish at settlement an affidavit, in form satisfactory to Purchaser, showing that all labor and materials, if any, furnished to the property within 123 days prior to settlement have been paid, or affidavit, in the form satisfactory to Purchaser, certifying that no labor or materials have been furnished to the property within such period which would permit the filing of a mechanic's lien against the property.

(e) **Notice of Principal Residence.** Purchaser does _____ or does not _____ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the

Seller's Initials _____

Purchaser's Initials _____

Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 19, signed by Seller on any residence built prior to 1978. Home was built in 1966 and lead base paint disclosures apply.

(h) **Choice of Settlement Agent.** Virginia’s Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney’s fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser’s bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser’s sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

Seller’s Initials _____

Purchaser’s Initials _____

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

Seller's Initials _____

Purchaser's Initials _____

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(j) **Other.** Property is subject to deed restrictions.

Seller's Initials _____

Purchaser's Initials _____

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

Seller Signature

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____



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 § 55.1-700 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 (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 a disclosure 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. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to 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. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

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 in providing a disclosure statement:

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. 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.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. 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.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. 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 on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser 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.
8. The owner 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 is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, 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. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner 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 a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining 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. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. 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; and

12. 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 of the Virginia Code 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 for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia 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, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", 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.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall 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 such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

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

<u>Jessica R Walker of National Bank of Blacksburg</u>	<u>05/29/2026</u>	(Date)
_____	_____	(Date)
_____	_____	(Date)
_____	_____	(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/
LEGAL DESCRIPTION: 1200 Lakewood Dr., Blacksburg VA 24060

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Jessica R Walker of National Bank of Blacksburg

Owner Fabrycky Family Trust – Trust Department of the National Bank of Blacksburg, Trustee, by and through Jessica Walker, Assistant Vice President

Owner

05/29/2026

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date



VIRGINIA REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Purchase)



This disclosure applies to the property(ies) in the City or County of Montgomery and is described as follows:
1200 Lakewood Dr., Blacksburg VA 24060

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.

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

JRW (a) Presence of lead-based paint hazards (check one below):
 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Known lead-based paint and/or lead-based paint hazards are present in the housing: (Explain): _____

JRW (b) Records and reports available to the seller (check one below):
 Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): _____

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

_____ (c) Purchaser has received copies of all available information listed above.
 _____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>
 _____ (e) Purchaser has (check one 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; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

MJ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.
 _____ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

05/29/2026	/	<u>Jessica R Walker of National Bank of Blacksburg</u>	/	_____
Date	Seller	Fabrycky Family Trust – Trust Department of the National Bank of Blacksburg, Trustee, by and through Jessica Walker, Assistant Vice President	Date	Purchaser
_____	/	_____	/	_____
Date	Seller	_____	Date	Purchaser
05/29/2026	/	<u>Matt Gallimore</u>	/	_____
Date	Agent	_____	Date	Agent

For informational purposes only:

Firm: _____ Firm: _____
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