

## **UNDERSTANDING YOUR RIGHTS UNDER THE RESALE DISCLOSURE ACT**

### **1. RESALE CERTIFICATE.**

- A.** The Virginia Resale Disclosure Act, §55.1-2307, *et seq.*, of the Code of Virginia, 1950, as amended (the “Act”), requires the owner selling a lot or unit located within a development that is subject to the Virginia Property Owners’ Association Act (§55.1-1800, *et seq.*) or the Virginia Condominium Act (§55.1-1900, *et seq.*) to obtain from the association a resale certificate in conformity with the provisions of §55.1-2310 (“Resale Certificate”) and provide it to the buyer.
- B.** The Resale Certificate must include the completed resale certificate form pursuant to §54.1-2350(3) along with the following supporting documentation:
- 1.** The name, address, and phone numbers of the preparer of the Resale Certificate and any managing agent of the association;
  - 2.** A copy of the governing documents and any rules and regulations of the association;
  - 3.** A statement disclosing any restraint on the alienability of the unit for which the Resale Certificate is being issued;
  - 4.** A statement of the amount and payment schedules of assessments and any unpaid assessments currently due and payable to the association;
  - 5.** A statement of any other fees due and payable by an owner of the unit;
  - 6.** A statement of whether there is any other entity or facility to which the unit owner may be liable for assessments, fees, or other charges due to the ownership of the unit;
  - 7.** A statement of the amount and payment schedule of any approved additional or special assessment or any unpaid additional or special assessment currently due and payable;
  - 8.** A statement of any capital expenditures approved by the association for the current and succeeding fiscal years;
  - 9.** A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects;
  - 10.** The most recent balance sheet and income and expense statement, if any, of the association;
  - 11.** The current operating budget of the association;
  - 12.** The current reserve study; or a summary of such study;
  - 13.** A statement of any unsatisfied judgments against the association and the nature and status of any pending actions in which the association is a party and that could have a material impact on the association, the owners, or the unit being sold;
  - 14.** A statement describing any insurance coverage provided by the association for the benefit of the owners, including fidelity coverage, and any insurance coverage recommended or required to be obtained by the owners;
  - 15.** A statement as to whether the board has given or received written notice that any existing uses, occupancies, alterations, or improvements in or to the unit being sold or to the limited elements assigned thereto violate any provision of the governing documents or rules and regulations together with copies of any notices provided;
  - 16.** A statement as to whether the board has received written notice from a governmental agency of any violation of environmental, health, or building codes with respect to the unit being sold, the limited elements assigned thereto, or any other portion of the common interest community that has not been cured;
  - 17.** A copy of any approved minutes of meetings of the board held during the last six months;
  - 18.** A copy of any approved or draft minutes of the most recent association meeting;

19. A statement of the remaining term of any leasehold estate affecting a common area or common element, as those terms are defined in §§ 55.1-1800, 55.1-1900, and 55.1-2100, in the common interest community and the provisions governing any extension or renewal of such leasehold;
20. A statement of any limitation in the governing documents on the number or age of persons who may occupy a unit as a dwelling;
21. A statement setting forth any restriction, limitation, or prohibition on the right of an owner to display the flag of the United States, including but not limited to reasonable restrictions as to the size, time, place, and manner of placement or display of such flag.
22. A statement setting forth any restriction, limitation, or prohibition on the right of an owner to install or use solar energy collection devices on the owner's unit or limited element;
23. A statement setting forth any restriction, limitation, or prohibition on the size, placement, or duration of display of political, for sale, or any other signs on the property;
24. A statement identifying any parking or vehicle restriction, limitation, or prohibition in the governing documents or rules and regulations;
25. A statement setting forth any restriction, limitation, or prohibition on the operation of a home-based business that otherwise complies with all applicable local ordinances;
26. A statement setting forth any restriction, limitation, or prohibition on an owner's ability to rent the unit;
27. In a cooperative, an accountant's statement, if any was prepared, as to the deductibility for federal income tax purposes by the owner of real estate taxes and interest paid by the association;
28. A statement describing any pending sale or encumbrance of the common elements;
29. A statement indicating any known project approvals currently in effect issued by secondary mortgage market agencies; and
30. Certification that the association has filed with the Common Interest Community Board ("CICB") the annual report required by law, which certification shall indicate the filing number assigned by the CICB, and the expiration date of such filing.

## **2. BUYER'S RIGHT OF CANCELLATION.**

- A. The information contained in Resale Certificate shall be current as of a date specified therein. Buyer may request an update of such Resale Certificate or financial update. However, the request or receipt of an updated Resale Certificate Packet will not extend Buyer's right of cancellation provided for under the Act. Buyer's right of cancellation begins upon Seller delivery to Buyer of Resale Certificate, including a Resale Certificate that is not in conformity with the provisions of the Act, or Seller delivery to Buyer of notice that Resale Certificate will not be available. The parties may extend Buyer's right of cancellation to the extent permitted by the Act by ratifying *Extension of Review Period For Resale Certificate Addendum* or other comparable addendum. Any rights of Buyer to cancel the contract are waived conclusively if not exercised within the right of cancellation period or prior to Settlement. The failure to receive Resale Certificate shall not excuse any failure to comply with the provisions of the declaration, articles of incorporation, bylaws, or rules or regulations.
- B. Buyer may cancel the Contract without penalty:
  1. Within three (3) days, or up to seven (7) days if extended by the ratified real estate contract, after the date of the contract, if on or before the date that Buyer signs the contract, Buyer receives Resale Certificate, is notified that Resale Certificate will not be available, or receives

- Resale Certificate Packet not in conformity with the provisions of the Act; **OR**
2. Within three (3) days, or up to seven (7) days if extended by the ratified real estate contract, after receiving Resale Certificate, notice that Resale Certificate will not be available, or a Resale Certificate that is not in conformity with the provisions of the Act, which was delivered pursuant to the Seller's request ; **OR**
  3. At any time prior to settlement if Buyer has not been Notified that Resale Certificate will not be available, and Resale Certificate is not Delivered to the Buyer.
- C. Written Notice of cancellation shall be provided to Seller in accordance with the terms of the contract. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation.

Broker can counsel Buyer on real estate matters, but if legal advice is desired with respect to the contents of the Resale Certificate, Buyer is advised to seek legal counsel.

**BUYER:**

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature

\_\_\_\_\_/\_\_\_\_\_  
Date    Signature



© 2023 Northern Virginia Association of REALTORS®, Inc.  
 This is a suggested form of the Northern Virginia Association of REALTORS®, Inc. ("NVAR"). This form has been exclusively printed for the use of REALTOR® and Non-Resident members of NVAR, who may copy or otherwise reproduce this form in identical form with the addition of their company logo. Any other use of this form by REALTOR® and Non-Resident members of NVAR, or any use of this form whatsoever by non-members of NVAR is prohibited without the prior written consent of NVAR. Notwithstanding the above, no REALTOR® or Non-Resident member of NVAR, or any other person, may copy or otherwise reproduce this form for purposes of resale.

