

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 55.1-703 of the Code of Virginia, relating to Virginia Residential Property*  
 3 *Disclosure Act; required disclosures for buyer to beware; buyer to exercise necessary due diligence;*  
 4 *military ground installations.*

5 [S 577]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**8 **1. That § 55.1-703 of the Code of Virginia is amended and reenacted as follows:**9 **§ 55.1-703. Required disclosures for buyer to beware; buyer to exercise necessary due diligence.**10 A. The owner of the residential real property shall furnish to a purchaser a residential property disclosure  
 11 statement for the buyer to beware of certain matters that may affect the buyer's decision to purchase such real  
 12 property. Such statement shall be provided by the Real Estate Board on its website.13 B. The residential property disclosure statement provided by the Real Estate Board on its website shall  
 14 include the following:15 1. The owner makes no representations or warranties as to the condition of the real property or any  
 16 improvements thereon, or with regard to any covenants and restrictions, or any conveyances of mineral  
 17 rights, as may be recorded among the land records affecting the real property or any improvements thereon,  
 18 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary,  
 19 including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business  
 20 that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building  
 21 energy analysis, as defined in § 54.1-1144, in accordance with terms and conditions as may be contained in  
 22 the real estate purchase contract, but in any event prior to settlement pursuant to such contract;23 2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or  
 24 add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular  
 25 purchaser deems necessary, including obtaining a property survey and contacting the locality to determine  
 26 zoning ordinances or lot coverage, height, or setback requirements on the property.27 3. The owner makes no representations with respect to any matters that may pertain to parcels adjacent to  
 28 the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are  
 29 advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent  
 30 parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but  
 31 in any event prior to settlement pursuant to such contract;32 4. The owner makes no representations to any matters that pertain to whether the provisions of any  
 33 historic district ordinance affect the property, and purchasers are advised to exercise whatever due diligence a  
 34 particular purchaser deems necessary with respect to any historic district designated by the locality pursuant  
 35 to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted  
 36 by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a)  
 37 any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic  
 38 district and (b) the necessity of any local review board or governing body approvals prior to doing any work  
 39 on a property located in a local historic district, in accordance with terms and conditions as may be contained  
 40 in the real estate purchase contract, but in any event prior to settlement pursuant to such contract;41 5. The owner makes no representations with respect to whether the property contains any resource  
 42 protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act  
 43 (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74,  
 44 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to  
 45 determine whether the provisions of any such ordinance affect the property, including review of any official  
 46 map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as  
 47 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
 48 contract;49 6. The owner makes no representations with respect to information on any sexual offenders registered  
 50 under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and purchasers are advised to exercise whatever due  
 51 diligence they deem necessary with respect to such information, in accordance with terms and conditions as  
 52 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
 53 contract;54 7. The owner makes no representations with respect to whether the property is within a dam break  
 55 inundation zone. Such disclosure statement shall advise purchasers to exercise whatever due diligence they  
 56 deem necessary with respect to whether the property resides within a dam break inundation zone, including a

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57 review of any map adopted by the locality depicting dam break inundation zones;

58 8. The owner makes no representations with respect to the presence of any wastewater system, including  
59 the type or size of the wastewater system or associated maintenance responsibilities related to the wastewater  
60 system, located on the property, and purchasers are advised to exercise whatever due diligence they deem  
61 necessary to determine the presence of any wastewater system on the property and the costs associated with  
62 maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to  
63 the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate  
64 purchase contract, but in any event prior to settlement pursuant to such contract;

65 9. The owner makes no representations with respect to any right to install or use solar energy collection  
66 devices on the property;

67 10. The owner makes no representations with respect to whether the property is located in one or more  
68 special flood hazard areas, and purchasers are advised to exercise whatever due diligence they deem  
69 necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the  
70 property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood  
71 hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for  
72 FEMA's National Flood Insurance Program or the Virginia Flood Risk Information website operated by the  
73 Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in  
74 accordance with terms and conditions as may be contained in the real estate purchase contract, but in any  
75 event prior to settlement pursuant to such contract. A flood risk information form, pursuant to the provisions  
76 of subsection D, that provides additional information on flood risk and flood insurance is available for  
77 download by the Real Estate Board on its website;

78 11. The owner makes no representations with respect to whether the property is subject to one or more  
79 conservation or other easements, and purchasers are advised to exercise whatever due diligence a particular  
80 purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate  
81 purchase contract, but in any event prior to settlement pursuant to such contract;

82 12. The owner makes no representations with respect to whether the property is subject to a community  
83 development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of  
84 Chapter 51 of Title 15.2, and purchasers are advised to exercise whatever due diligence a particular purchaser  
85 deems necessary in accordance with terms and conditions as may be contained in the real estate purchase  
86 contract, including determining whether a copy of the resolution or ordinance has been recorded in the land  
87 records of the circuit court for the locality in which the community development authority district is located  
88 for each tax parcel included in the district pursuant to § 15.2-5157, but in any event prior to settlement  
89 pursuant to such contract;

90 13. The owner makes no representations with respect to whether the property is located on or near  
91 deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a  
92 particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real  
93 estate purchase contract, including consulting public resources regarding local soil conditions and having the  
94 soil and structural conditions of the property analyzed by a qualified professional;

95 14. The owner makes no representations with respect to whether the property is located in a locality  
96 classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones,  
97 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the  
98 property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the  
99 EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program  
100 website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon  
101 Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in  
102 accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any  
103 event prior to settlement pursuant to such contract;

104 15. The owner makes no representations with respect to whether the property contains any pipe, pipe or  
105 plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of  
106 "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence  
107 they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture,  
108 solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free," in accordance  
109 with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to  
110 settlement pursuant to such contract;

111 16. The owner makes no representations with respect to the existence of defective drywall on the property,  
112 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether  
113 there is defective drywall on the property, in accordance with terms and conditions as may be contained in the  
114 real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of  
115 this subdivision, "defective drywall" means the same as that term is defined in § 36-156.1;

116 17. The owner makes no representation with respect to the condition or regulatory status of any  
117 impounding structure or dam on the property or under the ownership of the common interest community that  
118 the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a

119 particular purchaser deems necessary to determine the condition, regulatory status, cost of required  
 120 maintenance and operation, or other relevant information pertaining to the impounding structure or dam,  
 121 including contacting the Department of Conservation and Recreation or a licensed professional engineer; ~~and~~

122 18. The owner makes no representations or warranties with respect to the property's proximity to a public  
 123 use airport nor any noise from aircraft due to the proximity of the property to flight operations. The Federal  
 124 Aviation Administration is responsible for managing the national airspace system, including aircraft flight  
 125 paths. Purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to  
 126 determine whether a property is within proximity to a flight path or public use airport aircraft noise zone,  
 127 including contacting (i) the locality or public use airport and reviewing any available maps depicting public  
 128 use airport aircraft noise zones or (ii) the Department of Aviation or visiting the Department of Aviation's  
 129 website, where any such maps, if made available by localities or public use airports, shall be accessible to the  
 130 public; *and*

131 19. *The owner makes no representations with respect to the property's proximity to any military ground*  
 132 *installation, including whether the property may be impacted by related noise or other effects of military*  
 133 *operations. Purchasers are advised to exercise whatever due diligence a particular purchaser deems*  
 134 *necessary to determine whether the property may be adversely impacted.*

135 C. The residential property disclosure statement shall be delivered in accordance with § 55.1-709.

136 D. The Real Estate Board shall make available on its website a flood risk information form. Such form  
 137 shall be substantially as follows:

138 Flood Risk Information Form

139 The purpose of this information form is to provide property owners and potential property owners with  
 140 information regarding flood risk. This information form does not determine whether a property owner will be  
 141 required to purchase a flood insurance policy. That determination is made by the lender providing a loan for  
 142 the property at the lender's discretion.

143 Mortgage lenders are mandated under the Flood Disaster Protection Act of 1973 and the National Flood  
 144 Insurance Reform Act of 1994 to require the purchase of flood insurance by property owners who acquire  
 145 loans from federally regulated, supervised, or insured financial institutions for the acquisition or improvement  
 146 of land, facilities, or structures located within or to be located within a Special Flood Hazard Area. A Special  
 147 Flood Hazard Area (SFHA) is a high-risk area defined as any land that would be inundated by a flood, also  
 148 known as a base flood, having a one percent chance of occurring in a given year. The lender reviews the  
 149 current National Flood Insurance Program (NFIP) maps for the community in which the property is located to  
 150 determine its location relative to the published SFHA and completes the Standard Flood Hazard  
 151 Determination Form (SFHDF), created by the Federal Emergency Management Agency (FEMA). If the  
 152 lender determines that the structure is indeed located within a SFHA and the community is participating in  
 153 the NFIP, the borrower is then notified that flood insurance will be required as a condition of receiving the  
 154 loan. A similar review and notification are completed whenever a loan is sold on the secondary loan market  
 155 or when the lender completes a routine review of its mortgage portfolio.

156 Properties that are not located in a SFHA can still flood. Flood damage is not generally covered by a  
 157 standard home insurance policy. It is prudent to consider purchasing flood insurance even when flood  
 158 insurance is not required by a lender. Properties not located in a SFHA may be eligible for a low-cost  
 159 preferred risk flood insurance policy. Property owners and buyers are encouraged to consult with their  
 160 insurance agent about flood insurance.

161 What is a flood? A flood is a general and temporary condition of partial or complete inundation of two or  
 162 more acres of normally dry land area or of two or more properties, at least one of which is the policyholder's  
 163 property, from (i) overflow of inland or tidal waters, (ii) unusual and rapid accumulation or runoff of surface  
 164 waters from any source, (iii) mudflow, or (iv) collapse or subsidence of land along the shore of a lake or  
 165 similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding  
 166 anticipated cyclical levels that result in a flood.

167 FEMA is required to update Flood Maps every five years. Flood zones for this property may change due  
 168 to periodic map updates. To determine what flood zone or zones a property is located in a buyer can visit the  
 169 website for FEMA's National Flood Insurance Program or the Virginia Department of Conservation and  
 170 Recreation's Flood Risk Information System website.