

SHB 2886 - H AMD 1152

By Representatives Simpson, Angel

ADOPTED 02/13/2010

1 On page 1, line 18, after "occupancies" insert ", except existing
2 owner-occupied single-family residences legally occupied before July
3 26, 2009,"

4 On page 2, beginning on line 13, after "(3)" strike all material
5 through "residences" on line 19 and insert "(a)(i) Except as provided
6 otherwise in (a)(ii) of this subsection, existing owner-occupied
7 single-family residences shall be equipped with carbon monoxide alarms
8 where any alterations, repairs, or additions requiring a building
9 permit occur.

10 (ii) The following activities are exempt from the requirements of
11 (a)(i) of this subsection: Work involving the exterior surfaces of
12 dwellings, such as the replacement of roofing or siding, the addition
13 or replacement of windows or doors, or the addition of a porch or deck,
14 and exterior work involving the installation, alteration, or repairs of
15 plumbing or mechanical systems.

16 (b) The state building code council must adopt rules by July 1,
17 2010, in accordance with the requirements of this subsection (3),
18 requiring that owner-occupied single-family residences are equipped
19 with carbon monoxide alarms when any interior alterations, interior
20 repairs, or interior additions to a single-family residence requiring
21 a building permit occur."

22 On page 2, after line 29, insert the following:

23 "**Sec. 2.** RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are
24 each reenacted and amended to read as follows:

25 (1) In a transaction for the sale of improved residential real
26 property, the seller shall, unless the buyer has expressly waived the
27 right to receive the disclosure statement under RCW 64.06.010, or

1 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
2 the buyer a completed seller disclosure statement in the following
3 format and that contains, at a minimum, the following information:

4 INSTRUCTIONS TO THE SELLER

5 Please complete the following form. Do not leave any spaces blank.
6 If the question clearly does not apply to the property write "NA." If
7 the answer is "yes" to any * items, please explain on attached sheets.
8 Please refer to the line number(s) of the question(s) when you provide
9 your explanation(s). For your protection you must date and sign each
10 page of this disclosure statement and each attachment. Delivery of the
11 disclosure statement must occur not later than five business days,
12 unless otherwise agreed, after mutual acceptance of a written contract
13 to purchase between a buyer and a seller.

14 NOTICE TO THE BUYER

15 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
16 PROPERTY LOCATED AT
17 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

18 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
19 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
20 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
21 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
22 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
23 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
24 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
25 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
26 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
27 THE TIME YOU ENTER INTO A SALE AGREEMENT.

28 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
29 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
30 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
31 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

32 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
33 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
34 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
35 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
36 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
37 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE

1 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
2 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
3 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
4 WARRANTIES.

5 Seller is/ is not occupying the property.

6 **I. SELLER'S DISCLOSURES:**

7 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
8 and attach documents, if available and not otherwise publicly recorded. If necessary,
9 use an attached sheet.

10 **1. TITLE**

11 Yes No Don't know A. Do you have legal authority to sell
12 the property? If no, please explain.

13 Yes No Don't know *B. Is title to the property subject to
14 any of the following?

15 (1) First right of refusal

16 (2) Option

17 (3) Lease or rental agreement

18 (4) Life estate?

19 Yes No Don't know *C. Are there any encroachments,
20 boundary agreements, or boundary
21 disputes?

22 Yes No Don't know *D. Is there a private road or easement
23 agreement for access to the property?

24 Yes No Don't know *E. Are there any rights-of-way,
25 easements, or access limitations that
26 may affect the Buyer's use of the
27 property?

28 Yes No Don't know *F. Are there any written agreements
29 for joint maintenance of an easement or
30 right-of-way?

31 Yes No Don't know *G. Is there any study, survey project,
32 or notice that would adversely affect the
33 property?

34 Yes No Don't know *H. Are there any pending or existing
35 assessments against the property?

36 Yes No Don't know *I. Are there any zoning violations,
37 nonconforming uses, or any unusual
38 restrictions on the property that would
39 affect future construction or
40 remodeling?

41 Yes No Don't know *J. Is there a boundary survey for the
42 property?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*D. Are there any shared "common
2							areas" or any joint maintenance
3							agreements (facilities such as walls,
4							fences, landscaping, pools, tennis
5							courts, walkways, or other areas co-
6							owned in undivided interest with
7							others)?
8							7. ENVIRONMENTAL
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*A. Have there been any flooding,
10							standing water, or drainage problems on
11							the property that affect the property or
12							access to the property?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*B. Does any part of the property
14							contain fill dirt, waste, or other fill
15							material?
16	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Is there any material damage to the
17							property from fire, wind, floods, beach
18							movements, earthquake, expansive
19							soils, or landslides?
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Are there any shorelines, wetlands,
21							floodplains, or critical areas on the
22							property?
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any substances,
24							materials, or products in or on the
25							property that may be environmental
26							concerns, such as asbestos,
27							formaldehyde, radon gas, lead-based
28							paint, fuel or chemical storage tanks, or
29							contaminated soil or water?
30	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Has the property been used for
31							commercial or industrial purposes?
32	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any soil or groundwater
33							contamination?
34	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there transmission poles or
35							other electrical utility equipment
36							installed, maintained, or buried on the
37							property that do not provide utility
38							service to the structures on the
39							property?
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Has the property been used as a
41							legal or illegal dumping site?
42	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Has the property been used as an
43							illegal drug manufacturing site?
44	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any radio towers in the
45							area that cause interference with cellular
46							telephone reception?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

Yes No Don't know *A. Did you make any alterations to the home? If yes, please describe the alterations:

Yes No Don't know *B. Did any previous owner make any alterations to the home?

Yes No Don't know *C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No Don't know *Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO THE BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate information
- 3 provided by Seller, except to the extent that real estate
- 4 licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended to
- 6 be a part of the written agreement between the Buyer and
- 7 Seller.
- 8 E. Buyer (which term includes all persons signing the "Buyer's
- 9 acceptance" portion of this disclosure statement below) has
- 10 received a copy of this Disclosure Statement (including
- 11 attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
 13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
 15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
 17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
 19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
 20 AGREEMENT.

21 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
 22 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
 23 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
 24 DATE BUYER BUYER

25 (2) If the disclosure statement is being completed for new
 26 construction which has never been occupied, the disclosure statement is
 27 not required to contain and the seller is not required to complete the
 28 questions listed in item 4. Structural or item 5. Systems and
 29 Fixtures.

30 (3) The seller disclosure statement shall be for disclosure only,
 31 and shall not be considered part of any written agreement between the
 32 buyer and seller of residential property. The seller disclosure
 33 statement shall be only a disclosure made by the seller, and not any
 34 real estate licensee involved in the transaction, and shall not be
 35 construed as a warranty of any kind by the seller or any real estate
 36 licensee involved in the transaction."

37 Correct the title.

EFFECT: (1) Specifies that existing, owner-occupied single-family

residences are exempt from the requirement that all existing residential occupancies be equipped with a carbon monoxide alarm beginning on January 1, 2013. Specifies that work involving the exterior surfaces of dwellings and exterior work involving plumbing or mechanical systems is exempt from the requirement that existing owner occupied, single-family residences be equipped with a carbon monoxide alarm where any alterations, repairs, or additions requiring a building permit occur.

(2) Adds to the seller disclosure form a question of whether the home is equipped with a carbon monoxide alarm.

--- END ---