## SUBSTITUTE HOUSE BILL 1420

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State of Washington 61st Legislature 2009 Regular Session

By House Commerce & Labor (originally sponsored by Representatives Conway, Condotta, Maxwell, Williams, Chandler, Wood, Hinkle, and Kelley) READ FIRST TIME 02/10/09.

- AN ACT Relating to real estate seller disclosure; and amending RCW
- 2 64.06.005, 64.06.010, 64.06.015, 64.06.020, and 64.06.040.
- 3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 4 **Sec. 1.** RCW 64.06.005 and 2007 c 107 s 2 are each amended to read 5 as follows:
- The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.
  - (1) "Improved residential real property" means:
- 9 (a) Real property consisting of, or improved by, one to four 10 residential dwelling units;
- 11 (b) A residential condominium as defined in RCW 64.34.020(9),
- 12 unless the sale is subject to the public offering statement requirement
- in the Washington condominium act, chapter 64.34 RCW;
- 14 (c) A residential timeshare, as defined in RCW 64.36.010(11),
- 15 unless subject to written disclosure under the Washington timeshare
- 16 act, chapter 64.36 RCW; or

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- 17 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
- 18 46.04.302, that is personal property.

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1 (2) "Residential real property" means both improved and unimproved residential real property.

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- (3) "Seller disclosure statement" means the form to be completed by the seller of residential real property as prescribed by this chapter.
- (4) "Unimproved residential real property as prescribed by this chapter.

  (4) "Unimproved residential real property" means <u>unimproved</u> property ((zoned)) for <u>which the maximum permitted development</u>, without <u>further subdivision of the property</u>, is one to four residential ((<del>use that is not improved by residential dwelling units</del>, a residential condominium, a residential timeshare, or a mobile or manufactured home)) units or structures under the county or city zoning ordinances or comprehensive plan applicable to that real estate and does not include property defined as "commercial real estate" under RCW
- 14 Sec. 2. RCW 64.06.010 and 2008 c 6 s 632 are each amended to read 15 as follows:

60.42.005 or property defined as "timber land" under RCW 84.34.020.

- This chapter does not apply to the following transfers of residential real property:
  - (1) A foreclosure or deed-in-lieu of foreclosure;
- 19 (2) A gift or other transfer to a parent, spouse, domestic partner, 20 or child of a transferor or child of any parent, spouse, or domestic 21 partner of a transferor;
  - (3) A transfer between spouses or between domestic partners in connection with a marital dissolution or dissolution of a state registered domestic partnership;
  - (4) A transfer where a buyer had an ownership interest in the property within two years of the date of the transfer including, but not limited to, an ownership interest as a partner in a partnership, a limited partner in a limited partnership, a shareholder in a corporation, a leasehold interest, or transfers to and from a facilitator pursuant to a tax deferred exchange;
  - (5) A transfer of an interest that is less than fee simple, except that the transfer of a vendee's interest under a real estate contract is subject to the requirements of this chapter;
- 34 (6) A transfer made by the personal representative of the estate of 35 the decedent or by a trustee in bankruptcy; ((and))
- 36 (7) A transfer to a buyer who intends to acquire the property

1	primarily	for	agricultural,	commercial,	investment,	subdivision,	or
2.	other busi	ness	purposes; and				

(8) A transfer in which the buyer has expressly waived the receipt of the seller disclosure statement. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," the buyer may not waive the receipt of the "Environmental" section of the seller disclosure statement.

- 8 **Sec. 3.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read 9 as follows:
- (1) In a transaction for the sale of unimproved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:
- 16 INSTRUCTIONS TO THE SELLER

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Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any \* items, please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days,

unless otherwise agreed, after mutual acceptance of a written contract

25 to purchase between a buyer and a seller.

## 26 NOTICE TO THE BUYER

- 29 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 30 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 31 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 32 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 33 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 34 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 35 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 36 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S

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- 1 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 2 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 3 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 4 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 5 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 6 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 7 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 8 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 9 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 10 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 11 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 12 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 13 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 14 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 15 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 16 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- WARRANTIES.
- 18 Seller . . . is/ . . . is not occupying the property.

19		I. SELLE	CR'S DISCLOSURES	S:
20	*If you an	swer "Yes" i	to a question with an a	asterisk (*), please explain your answer
21	-		-	therwise publicly recorded. If
22		, use an attac		and who publicly recorded. If
23				1. TITLE
24	[] Yes	[ ] No	[] Don't know	A. Do you have legal authority to sell
25				the property? If no, please explain.
26	[] Yes	[ ] No	[] Don't know	*B. Is title to the property subject to
27				any of the following?
28				(1) First right of refusal
29				(2) Option
30				(3) Lease or rental agreement
31				(4) Life estate?
32	[] Yes	[ ] No	[] Don't know	*C. Are there any encroachments,
33				boundary agreements, or boundary
34				disputes?
35	[] Yes	[ ] No	[] Don't know	*D. Is there a private road or easement
36				agreement for access to the property?

1 2 3 4	[]Yes	[] No	[] Don't know	*E. Are there any rights-of-way, easements, or access limitations that ((may)) affect the Buyer's use of the property?
5 6 7	[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
8 9 10	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
11 12	[ ] Yes	[ ] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
13 14 15 16 17	[]Yes	[ ] No	[] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that ((would)) affect future construction or remodeling?
18 19	[] Yes	[ ] No	[] Don't know	*J. Is there a boundary survey for the property?
20 21 22 23	[]Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions ((which affect)) recorded against title to the property?
24				2. WATER
24 25				
	[]Yes	[] No	[] Don't know	2. WATER
25 26	[] Yes	[]No	[] Don't know	2. WATER  A. Household Water  (1) Does the property have potable
25 26 27 28 29	[]Yes	[] No	[] Don't know	2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water
25 26 27 28 29 30 31	[]Yes	[]No	[] Don't know	2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the
25 26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property
25 26 27 28 29 30 31 32 33				2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property  *[] Other water system
25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property
25 26 27 28 29 30 31 32 33 34				2. WATER  A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property  *[] Other water system  *If shared, are there any written
25 26 27 28 29 30 31 32 33 34 35 36 37	[]Yes	[]No	[] Don't know	2. WATER A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the property *[] Other water system *If shared, are there any written agreements? *(3) Is there an easement (recorded or unrecorded) for access to and/or

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1 2	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of water availability from the water
3 4				purveyor serving the property? (If yes, please attach a copy.)
5	[] Yes	[ ] No	[] Don't know	(7) Is there a water right permit,
6 7				certificate, or claim associated with household water supply for the
8				property? (If yes, please attach a copy.)
9	[] Yes	[ ] No	[] Don't know	(a) If yes, has the water right permit,
10				certificate, or claim been assigned,
11				transferred, or changed?  *(b) If yes, has all or any portion of the
13				water right not been used for five or
14				more successive years? (((If yes, please
15				explain.)))
16 17	[]Yes	[ ] No	[] Don't know	(c) If no or don't know, is the water
18	[] Tes	[]140	[ ] Don't know	withdrawn from the water source less
19				than 5,000 gallons a day?
20	[] Yes	[ ] No	[] Don't know	*(8) Are there any defects in the
21 22				operation of the water system (e.g., pipes, tank, pump, etc.)?
23				B. Irrigation Water
24	[] Yes	[ ] No	[] Don't know	(1) Are there any irrigation water rights
25				for the property, such as a water right
26 27				permit, certificate, or claim? (If yes, please attach a copy.)
28	[] Yes	[ ] No	[] Don't know	(a) If yes, has all or any portion of the
29				water right not been used for five or
30				more successive years?
31	[] Yes	[ ] No	[] Don't know	(b) If yes, has the water right permit, certificate, or claim been assigned,
33				transferred, or changed?
34	[] Yes	[ ] No	[] Don't know	*(2) Does the property receive
35 36				irrigation water from a ditch company,
37				irrigation district, or other entity? If so, please identify the entity that supplies
38				irrigation water to the property:
39				
40				C. Outdoor Sprinkler System
41 42	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
43 44	[] Yes	[ ] No	[] Don't know	*(2) If yes, are there any defects in the system?
45	[] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler system
46				connected to irrigation water?
47				3. SEWER/SEPTIC SYSTEM

1				A 771
1 2				A. The property is served by:
3				[] Public sewer system [] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[] Other disposal system, please
7				describe:
8				
	OV	CLM	DD 141	
9 10	[] Yes	[] No	[] Don't know	B. Is the property subject to any
11				sewage system fees or charges in addition to those covered in your
12				regularly billed sewer or on-site sewage
13				system maintenance service?
14				C. If the property is connected to an
15				on-site sewage system:
16	[] Van	LINe	[] Don't know	
17	[]Yes	[] No	[] Don't know	*(1) Was a permit issued for its construction?
	OV	£13.Y	(1) N	
18 19	[] Yes	[ ] No	[] Don't know	*(2) Was it approved by the local
20				health department or district following its construction?
	OV	CLM	DD 141	
21 22	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized system?
	OV	£13.Y	(1) N	
23 24	[] Yes	[ ] No	[] Don't know	(4) Is the septic system a gravity
				system?
25	[] Yes	[ ] No	[] Don't know	*(5) Have there been any changes or
26				repairs to the on-site sewage system?
27	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
28				including the drainfield, located entirely
29 30				within the boundaries of the property?
				If no, please explain:
31				
32	[] Yes	[ ] No	[] Don't know	*(7) Does the on-site sewage system
33				require monitoring and maintenance
34				services more frequently than once a
35				year? ((If yes, please explain:))
36				
37				4. ELECTRICAL/GAS
38	[] Yes	[] No	[] Don't know	A. Is the property served by natural
39				gas?
40	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
41	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
42 43	[]Yes	[] No	[] Don't know	D. Is there a connection charge for
				electricity?
44	[] Yes	[ ] No	[] Don't know	*E. Are there any electrical problems
45 46				on the property? (( <del>If yes, please</del>
				<del>explain:</del> ))
47				

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1				5. FLOODING
2	[ ] Yes	[] No	[] Don't know	A. ((Are there any flooding, standing
3				water, or drainage problems on the
4				property or affecting access to the
5				property? If yes, please explain:
6				<del></del>
7	<del>[] Yes</del>	<del>[] No</del>	[] Don't know	B.)) Is the property located in a
8				government designated flood zone or floodplain?
10				пооциант
10				6. SOIL STABILITY
11	[] Yes	[ ] No	[] Don't know	*A. Are there any settlement, earth
12				movement, slides, or similar soil
13				problems on the property? (( <del>If yes,</del>
14				please explain:
15				<del></del>
16	[] Yes	<del>[] No</del>	[] Don't know	B. Does any part of the property
17 18				contain fill dirt, waste, or other fill material? If yes, please explain:))
19				
20				
20				7. ENVIRONMENTAL
21	[] Yes	[ ] No	[] Don't know	*A. $((Have))$ Are there $((been))$ any
22				flooding, standing water, or drainage
23				problems on the property that affect the
24				property or access to the property?
25	[] Yes	[] No	[] Don't know	*B. Does <u>any part of</u> the property
26 27				contain fill dirt, waste, or other fill material?
28	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
29	[] Tes	[]NO	[] Don't know	property from fire, wind, floods, beach
30				movements, earthquake, expansive
31				soils, or landslides?
32	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
33				floodplains, or critical areas on the
34				property?
35	[] Yes	[ ] No	[] Don't know	*E. Are there any substances,
36				materials, or products in or on the
37				property ((that may be environmental
38				eoneerns)), such as asbestos,
39				formaldehyde, radon gas, lead-based
40 41				paint, fuel or chemical storage tanks, or contaminated soil or water, the presence
42				of which violates any applicable
43				environmental law?
44	[] Yes	[] No	[] Don't know	*F. Has the property been used for
45	.,			commercial or industrial purposes?

1	[] Yes	[ ] No	[] Don't know	*G. ((Is there any soil or groundwater eontamination?
3 4 5 6 7 8	[] Yes	<del>[] No</del>	{} Don't know	*H.)) Are there transmission poles((; transformers,)) or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
9 10	[] Yes	[ ] No	[] Don't know	*(( <del>I.</del> )) <u>H.</u> Has the property been used as a legal or illegal dumping site?
11 12	[] Yes	[ ] No	[] Don't know	*(( $J_{-}$ )) <u>I.</u> Has the property been used as an illegal drug manufacturing site?
13 14 15 16	[] Yes	[] No	[] Don't know	*(( <del>Kr.</del> )) <u>J.</u> Are there any radio towers (( <del>in the area</del> )) that (( <del>may</del> )) cause interference with <u>cellular</u> telephone reception?
17				8. HOMEOWNERS'
18				ASSOCIATION/COMMON
19				INTERESTS
20	[] Yes	[ ] No	[] Don't know	A. Is there a homeowners' association?
21				Name of association:
22				
23	[] Yes	[] No	[] Don't know	B. Are there regular periodic
24				assessments:
25				\$ per [ ] Month [ ] Year
26				[] Other
27	[]Yes	[] No	[] Don't know	*C. Are there any pending special
28				assessments?
29	[] Yes	[ ] No	[] Don't know	*D. Are there any shared "common
30				areas" or any joint maintenance
31				agreements (facilities such as walls,
32				fences, landscaping, pools, tennis
33				courts, walkways, or other areas co-
34 35				owned in undivided interest with others)?
				others):
36				9. OTHER FACTS
37	[] Yes	[ ] No	[] Don't know	*A. Are there any disagreements,
38				disputes, encroachments, or legal
39				actions concerning the property? ((#
40				<del>yes, please explain:</del> ))
41				
42	[] Yes	[ ] No	[] Don't know	*B. Does the property have any plants
43 44				or wildlife that are designated as species (( <del>or [of]</del> )) <u>of</u> concern, or listed
45				as threatened or endangered by the
46				government?

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1 2 3	[]Yes	[ ] No	[] Don't know	C. Is the property classified or designated as forest land or open space?  ((If so, specify:))
4				
5 6	[ ] Yes	[ ] No	[] Don't know	D. Do you have a forest management plan? If yes, attach.
7 8 9 10	[] Yes	[] No	[] Don't know	*E. Have any development-related permit applications been submitted to any government agencies? (( <del>H-so,</del> specify:))
11				
12				If the answer to E is "yes," what is the
13				status or outcome of those applications?
14				
15 16				10. FULL DISCLOSURE BY SELLERS
17				A. Other conditions or defects:
18	[] Yes	[ ] No	[] Don't know	*Are there any other existing material
19				defects affecting the property that a
20				prospective buyer should know about?
21				B. Verification:
22				The foregoing answers and attached
23				explanations (if any) are complete and
24				correct to the best of my/our knowledge
25				and I/we have received a copy hereof.
26 27				I/we authorize all of my/our real estate
28				licensees, if any, to deliver a copy of this disclosure statement to other real
29				estate licensees and all prospective
30				buyers of the property.
31	DATE		SELLER	SELLER
32			NOTICE T	O BUYER
33	INFORM.	ATION REC	GARDING REGISTE	RED SEX OFFENDERS MAY BE
34	OBTAINI	ED FROM L	OCAL LAW ENFOR	RCEMENT AGENCIES. THIS NOTICE
35				OF WHERE TO OBTAIN THIS
36				ATION OF THE PRESENCE OF
37	REGISTE	RED SEX (	OFFENDERS.	
38		II. BUYE	ER'S ACKNOWLED	GMENT
39		A.	Buyer hereby acknowledge	owledges that: Buyer has a duty to pay
40			diligent attention to	any material defects that are known to
41			Buyer or can be kno	own to Buyer by utilizing diligent
42			attention and observ	vation.
43		В.	The disclosures set	forth in this statement and in any
44				statement are made only by the Seller
45			and not by any real	estate licensee or other party.

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 7	be a part of the written agreement between the Buyer and 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
12	attachments, if any) bearing Seller's signature.  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) The seller disclosure statement shall be for disclosure only,
26	and shall not be considered part of any written agreement between the
27	buyer and seller of residential property. The seller disclosure
28	statement shall be only a disclosure made by the seller, and not any
29	real estate licensee involved in the transaction, and shall not be
30	construed as a warranty of any kind by the seller or any real estate
31	licensee involved in the transaction.

Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information

**Sec. 4.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read as follows:

(1) In a transaction for the sale of improved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

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- 1 INSTRUCTIONS TO THE SELLER
- 2 Please complete the following form. Do not leave any spaces blank. If
- 3 the question clearly does not apply to the property write "NA." If the
- 4 answer is "yes" to any \* items, please explain on attached sheets.
- 5 Please refer to the line number(s) of the question(s) when you provide
- 6 your explanation(s). For your protection you must date and sign each
- 7 page of this disclosure statement and each attachment. Delivery of the
- 8 disclosure statement must occur not later than five business days,
- 9 unless otherwise agreed, after mutual acceptance of a written contract
- 10 to purchase between a buyer and a seller.
- 11 NOTICE TO THE BUYER
- 12 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 14 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 16 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 17 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 18 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 19 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 20 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 21 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 22 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 23 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 24 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 25 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 26 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
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- 28 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 29 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 30 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 31 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 32 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 33 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 34 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 35 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 36 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT

3 Seller . . . . is/ . . . is not occupying the property. 4 I. SELLER'S DISCLOSURES: 5 \*If you answer "Yes" to a question with an asterisk (\*), please explain your answer 6 and attach documents, if available and not otherwise publicly recorded. If necessary, 7 use an attached sheet. 8 1. TITLE 9 [] Yes [] No [] Don't know A. Do you have legal authority to sell 10 the property? If no, please explain. 11 [] Yes [] No [] Don't know \*B. Is title to the property subject to 12 any of the following? (1) First right of refusal 13 (2) Option 15 (3) Lease or rental agreement 16 (4) Life estate? 17 []Yes [] No [] Don't know \*C. Are there any encroachments, 18 boundary agreements, or boundary 19 disputes? 20 [] Yes [] No [] Don't know \*D. Is there a private road or easement 21 agreement for access to the property? 22 [] Yes [] No [] Don't know \*E. Are there any rights-of-way, 23 easements, or access limitations that may affect the Buyer's use of the 2.4 25 property? 26 []Yes [] No [] Don't know \*F. Are there any written agreements 27 for joint maintenance of an easement or 28 right-of-way? 29 []Yes [] No [] Don't know \*G. Is there any study, survey project, 30 or notice that would adversely affect the 31 property? 32 [] Yes [] No [] Don't know \*H. Are there any pending or existing 33 assessments against the property? 34 []Yes [] Don't know [] No \*I. Are there any zoning violations, 35 nonconforming uses, or any unusual 36 restrictions on the property that would 37 affect future construction or 38 remodeling? 39 [] Yes [] No [] Don't know \*J. Is there a boundary survey for the 40 property? 41 []Yes [] No [] Don't know \*K. Are there any covenants, 42 conditions, or restrictions ((which 43 affect)) recorded against the property?

1

2

44

BETWEEN

WARRANTIES.

WITH

THEM

RESPECT

ANY

TO

ADVICE,

INSPECTION,

**DEFECTS** 

OR

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2. WATER

1			Α.	Household Water
2				(1) The source of water for the
3				property is:
4				[] Private or publicly owned water
5				system
6				[] Private well serving only the
7				subject property
8				*[] Other water system
9	[] Yes	[]No [	] Don't know	*If shared, are there any written
10	[]100	[]1.0	1 Don't Mion	agreements?
11	[] Yes	[] No [	] Don't know	*(2) Is there an easement (recorded
12	[] 168	[]110 [	] Don't know	or unrecorded) for access to and/or
13				maintenance of the water source?
14	[] Yes	[] No [	] Don't know	*(3) Are there any ((known))
15				problems or repairs needed?
16	[] Yes	[] No [	] Don't know	(4) During your ownership, has the
17				source provided an adequate
18				year-round supply of potable
19				water? If no, please explain.
20	[] Yes	[] No [	] Don't know	*(5) Are there any water treatment
21				systems for the property? If yes,
22				are they [ ]Leased [ ]Owned
23	[] Yes	[] No [	] Don't know	*(6) Are there any water rights for
24				the property associated with its
25				domestic water supply, such as a
26				water right permit, certificate, or
27				claim?
28	[] Yes	[] No [	] Don't know	(a) If yes, has the water right
29				permit, certificate, or claim been
30				assigned, transferred, or changed?
31				*(b) If yes, has all or any portion of
32				the water right not been used for
33				five or more successive years? (((If
34				yes, please explain.)))
35				(c) If no or don't know, is the water
36				withdrawn from the water source
37				less than five thousand gallons a
38				day?
39	[] Yes	[] No [	] Don't know	(7) Are there any defects in the
40	1116	I	120nt know	operation of the water system (e.g.
41				pipes, tank, pump, etc.)?
42				
43			В.	Irrigation Water
44	[] Yes	[] No [	] Don't know	(1) Are there any irrigation water
45				rights for the property, such as a
46				water right permit, certificate, or
47				claim?

1 2 3	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of the water right not been used for five or more successive years?
4 5 6	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate available? (If yes, please attach a copy.)
7 8 9 10	[]Yes	[] No	[] Don't know	*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ((Hf so, explain:))
12 13 14 15 16	[] Yes	[] No	[] Don't know	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
18 19				C. Outdoor Sprinkler System
20 21	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
22 23	[] Yes	[ ] No	[] Don't know	*(2) If yes, are there any defects in the system?(())
24	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
25				connected to irrigation water?
25 26 27				connected to irrigation water?  3. SEWER/ON-SITE SEWAGE SYSTEM
26 27 28 29				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system,
26 27 28 29 30 31				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other
26 27 28 29 30				3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system, [] On-site sewage system (including
26 27 28 29 30 31 32 33 34 35			CI Don't Image	3. SEWER/ON-SITE SEWAGE SYSTEM  A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:
26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	3. SEWER/ON-SITE SEWAGE SYSTEM  A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:
26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes	[] No	[] Don't know	3. SEWER/ON-SITE SEWAGE SYSTEM  A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no,
26 27 28 29 30 31 32 33 34 35 36 37 38 39				3. SEWER/ON-SITE SEWAGE SYSTEM  A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43				3. SEWER/ON-SITE SEWAGE SYSTEM  A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  *C. Is the property subject to any sewage system fees or charges in addition to those covered in your

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1	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
2				construction, and was it approved
3				by the local health department or
4				district following its construction?
5				(2) When was it last pumped((÷)) ?
6				
7	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
8				operation of the on-site sewage
9				system?
10			[] Don't know	(4) When was it last inspected?
11				
12				By whom:
13			[] Don't know	(5) For how many bedrooms was
14			[]==========	the on-site sewage system
15				approved?
16				bedrooms
17	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
18 19				laundry drain, connected to the
20				sewer/on-site sewage system? If no,
				please explain:
21	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
22				repairs to the on-site sewage system?
23	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
24				including the drainfield, located entirely
25				within the boundaries of the property?
26				If no, please explain.
27				
28	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
29				require monitoring and maintenance
30				services more frequently than once a
31				year? (( <del>If yes, please explain.</del> ))
32				
33	NOTICE:	IF THIS RI	ESIDENTIAL REAL	PROPERTY DISCLOSURE
34	STATEM	ENT IS BEI	NG COMPLETED F	FOR NEW CONSTRUCTION WHICH
35				ELLER IS NOT REQUIRED TO
36	COMPLE	TE THE QU	JESTIONS LISTED	IN ITEM 4. STRUCTURAL OR ITEM
37	5. SYSTE	EMS AND F	TIXTURES	
38				4. STRUCTURAL
39	[]Yes	[] No	[] Don't know	*A. ((Has)) <u>Does</u> the roof ((leaked))
40				<u>leak</u> ?
41	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
42	•			leaked?
43	[]Yes	[] No	[] Don't know	*C. Have there been any conversions,
44	[] 100	[]1.0	[ ] = 5 t MIO !!	additions, or remodeling?
45	[]Yes	[] No	[] Don't know	*(1) If yes, were all building
46	[]168	[]140	[ ] Don't know	permits obtained?
10				permits obtained:

1 2	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections obtained?
3	[] Yes	[ ] No	[] Don't know	D. Do you know the age of the house?  If yes, year of original construction:
5 6 7 8	[] Yes	[] No	[] Don't know	*E. Has there been any settling, slippage, or sliding of the property or its improvements?
9 10 11	[] Yes	[ ] No	[] Don't know	*F. Are there any defects with the following: (If yes, please check applicable items and explain.)
12	[	□ Foundations	□ Decks	□ Exterior Walls
13	[	□ Chimneys	□ Interior	Walls □ Fire Alarm
14		□ Doors	□ Windov	vs □ Patio
15	[	□ Ceilings	□ Slab Flo	oors   □ Driveways
16	[	□ Pools	□ Hot Tul	o □ Sauna
17	[	□ Sidewalks	□ Outbuil	dings □ Fireplaces
18	[	☐ Garage Floors	□ Walkwa	ays   Siding
19	[	□ Other	□ Wood S	Stoves
20	[] Yes	[] No	[] Don't know	*G. Was a structural pest or "whole
21	[] 103	[]110	[] Don't know	house" inspection done? If yes, when
22				and by whom was the inspection
23				completed?
24	[] Yes	[ ] No	[] Don't know	H. During your ownership, has the
25				property had any wood destroying
26				organism or pest infestation?
27	[] Yes	[ ] No	[] Don't know	I. Is the attic insulated?
28	[] Yes	[] No	[] Don't know	J. Is the basement insulated?
29				5. SYSTEMS AND FIXTURES
30				*A. If any of the following systems or
31				fixtures are included with the transfer,
32				are there any defects? If yes, please
33				explain.
34 35	[] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and
36				service
37	[]Yes	[] No	[] Don't know	Plumbing system, including pipes,
38		.,		faucets, fixtures, and toilets
39	[] Yes	[] No	[] Don't know	Hot water tank
40	[] Yes	[] No	[] Don't know	Garbage disposal
41	[] Yes	[ ] No	[] Don't know	Appliances
42	[] Yes	[ ] No	[] Don't know	Sump pump
43	[] Yes	[ ] No	[] Don't know	Heating and cooling systems
44	[] Yes	[] No	[] Don't know	Security system
45				[] Owned [] Leased
46				Other

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1					*B. If any of the following fixtures or
2					property is included with the transfer,
3					are they leased? (If yes, please attach
4					copy of lease.)
5	1	[] Yes	[] No	[] Don't know	Security system
6	I	[] Yes	[ ] No	[] Don't know	Tanks (type):
7	1	[] Yes	[ ] No	[] Don't know	Satellite dish
8					Other:
9					*C. Are any of the following kinds of
10					wood burning appliances present at the
11					property?
12	ļ	[] Yes	<u>∐ No</u>	[] Don't know	(1) Woodstove?
13	]	[] Yes	<u>[] No</u>	Don't know	(2) Fireplace insert?
14	1	[] Yes	[] No	[] Don't know	(3) Pellet stove?
15	1	[] Yes	[] No	Don't know	(4) Fireplace?
16		[]Yes	[]No	[] Don't know	If yes, are all of the (1) woodstoves
17					or (2) fireplace inserts certified by
18					the U.S. Environmental Protection
19					Agency as clean burning appliances
20					to improve air quality and public
21					health?
22					6. HOMEOWNERS'
23					
0.4					ASSOCIATION/COMMON
24					ASSOCIATION/COMMON INTERESTS
24 25	ı	[] Yes	[] No	[] Don't know	
	ı	[] Yes	[] No	[] Don't know	INTERESTS
25	ı	[] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners'
25 26		[]Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners'  Association? Name of Association
25 26 27					A. Is there a Homeowners' Association? Name of Association
25 26 27 28					INTERESTS         A.       Is there a Homeowners' association? Name of Association         B. Are there regular periodic assessments:         \$ per [ ] Month [ ] Year
25 26 27 28 29					A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:
25 26 27 28 29					INTERESTS         A.       Is there a Homeowners' association? Name of Association         B. Are there regular periodic assessments:         \$ per [ ] Month [ ] Year
25 26 27 28 29 30 31		[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33		[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners'  Association? Name of Association  B. Are there regular periodic  assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners'  Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40		[]Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [] Month [] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41		[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [] Month [] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41		[]Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [] Month [] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41		[]Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	A. Is there a Homeowners' Association? Name of Association  B. Are there regular periodic assessments:  \$ per [] Month [] Year [] Other

1 2 3	[] Yes	[] No	[] Don't know	*B. Does <u>any part of</u> the property contain fill <u>dirt, waste, or other fill</u> material?
4 5 6 7	[]Yes	[] No	[] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
8 9 10	[]Yes	[ ] No	[] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
11 12 13 14 15 16 17 18	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products in or on the property ((that may be environmental eoneems)), such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water, the presence of which violates any applicable environmental law?
20 21	[] Yes	[ ] No	[] Don't know	*F. Has the property been used for commercial or industrial purposes?
22 23	[] Yes	[] No	[] Don't know	*G. ((Is there any soil or groundwater contamination?
24 25 26 27 28 29	<del>[]Yes</del>	<del>[] No</del>	[] Don't know	*H:)) Are there transmission poles((; transformers;)) or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
30 31	[] Yes	[] No	[] Don't know	*((£)) <u>H.</u> Has the property been used as a legal or illegal dumping site?
32 33	[] Yes	[] No	[] Don't know	*((J-)) <u>I.</u> Has the property been used as an illegal drug manufacturing site?
34 35 36	[]Yes	[] No	[] Don't know	*(( $K_{\overline{r}}$ )) $\underline{J}$ . Are there any radio towers in the area that (( $\frac{may}{r}$ )) cause interference with $\frac{cellular}{r}$ telephone reception?
37 38				8. MANUFACTURED AND MOBILE HOMES
39 40				If the property includes a manufactured or mobile home,
41 42 43	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:
44 45 46	[]Yes	[] No	[] Don't know	*B. Did any previous owner make any alterations to the home? ((If yes, please describe the alterations:))

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1 2	[] Yes [] No	[] Don't know	*C. If alterations were made, were permits or variances for these alterations
3			obtained?
4 5			9. FULL DISCLOSURE BY SELLERS
6			A. Other conditions or defects:
7	[] Yes [] No	[] Don't know	*Are there any other existing material
8			defects affecting the property that a
9			prospective buyer should know about?
10			B. Verification:
11			The foregoing answers and attached
12			explanations (if any) are complete and
13			correct to the best of my/our knowledge
14			and I/we have received a copy hereof.
15			I/we authorize all of my/our real estate
16			licensees, if any, to deliver a copy of
17			this disclosure statement to other real
18			estate licensees and all prospective
19			buyers of the property.
20	DATE	. SELLER	SELLER
21		NOTICE TO	THE BUYER
22	INFORMATION R	EGARDING REGISTE	ERED SEX OFFENDERS MAY
23	BE OBTAINED F	ROM LOCAL LAW EN	FORCEMENT AGENCIES. THIS
24	NOTICE IS INTEN	DED ONLY TO INFO	RM YOU OF WHERE TO OBTAIN
25	THIS INFORMAT	ION AND IS NOT AN I	INDICATION OF THE PRESENCE OF
26	REGISTERED SEX	K OFFENDERS.	
27		UYER'S ACKNOWLE	
28	A		nowledges that: Buyer has a duty to pay
29 30		_	to any material defects that are known to
31		attention and obse	nown to Buyer by utilizing diligent
32	n.		
33	В.		et forth in this statement and in any is statement are made only by the Seller and
34			rate licensee or other party.
35	C		ges that, pursuant to RCW 64.06.050(2),
36	C.		es are not liable for inaccurate information
37			r, except to the extent that real estate
38		-	such inaccurate information.
39	D		s for disclosure only and is not intended to
40	2		itten agreement between the Buyer and
41		Seller.	
42	E.	Buyer (which term	n includes all persons signing the "Buyer's
43			on of this disclosure statement below) has
44			this Disclosure Statement (including
45			y) bearing Seller's signature.
46	DISCLOSURES CONTAINED	O IN THIS	DISCLOSURE STATEMENT ARE PROVIDED BY
47	SELLER BASED ON SELLER'S	ACTUAL K	NOWLEDGE OF THE PROPERTY AT THE TIME

- 1 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
- 2 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
- 3 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
- 4 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
- 5 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
- 6 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 7 AGREEMENT.
- 8 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 9 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 10 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 12 (2) If the disclosure statement is being completed for new 13 construction which has never been occupied, the disclosure statement is 14 not required to contain and the seller is not required to complete the 15 questions listed in item 4. Structural or item 5. Systems and
- 16 Fixtures.

27

- 17 (3) The seller disclosure statement shall be for disclosure only,
- 18 and shall not be considered part of any written agreement between the
- 19 buyer and seller of residential property. The seller disclosure
- 20 statement shall be only a disclosure made by the seller, and not any
- 21 real estate licensee involved in the transaction, and shall not be
- 22 construed as a warranty of any kind by the seller or any real estate
- 23 licensee involved in the transaction.
- 24 **Sec. 5.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read 25 as follows:
- 26 (1) If, after the date that a seller of residential real property

completes a real property transfer disclosure statement, the seller

- 28 ((becomes aware)) learns from a source other than the buyer or others
- 29 acting on the buyer's behalf such as an inspector of additional
- information((-)) or an adverse change ( $(\frac{\text{occurs}}{\text{occurs}})$ ) which makes any of the
- 31 disclosures made inaccurate, the seller shall amend the real property
- 32 transfer disclosure statement, and deliver the amendment to the buyer.
- 33 No amendment shall be required, however, if the seller takes whatever
- 34 corrective action is necessary so that the accuracy of the disclosure
- 35 is restored, or the adverse change is corrected, at least three
- 36 business days prior to the closing date. Unless the corrective action
- is completed by the seller prior to the closing date, the buyer shall

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- have the right to exercise one of the following two options: Approving and accepting the amendment, or (b) rescinding the agreement of purchase and sale of the property within three business days after receiving the amended real property transfer disclosure statement. Acceptance or recision shall be subject to the same procedures described in RCW 64.06.030. If the closing date provided in the purchase and sale agreement is scheduled to occur within the three-business-day rescission period provided for in this section, the closing date shall be extended until the expiration of the threebusiness-day rescission period. The buyer shall have no right of rescission if the seller takes whatever action is necessary so that the accuracy of the disclosure is restored at least three business days prior to the closing date.
  - (2) In the event any act, occurrence, or agreement arising or becoming known after the closing of a residential real property transfer causes a real property transfer disclosure statement to be inaccurate in any way, the seller of such property shall have no obligation to amend the disclosure statement, and the buyer shall not have the right to rescind the transaction under this chapter.
  - (3) If the seller in a residential real property transfer fails or refuses to provide to the prospective buyer a real property transfer disclosure statement as required under this chapter, the prospective buyer's right of rescission under this section shall apply until the earlier of three business days after receipt of the real property transfer disclosure statement or the date the transfer has closed, unless the buyer has otherwise waived the right of rescission in writing. Closing is deemed to occur when the buyer has paid the purchase price, or down payment, and the conveyance document, including a deed or real estate contract, from the seller has been delivered and recorded. After closing, the seller's obligation to deliver the real property transfer disclosure statement and the buyer's rights and remedies under this chapter shall terminate.

--- END ---