H-0945.1		

HOUSE BILL 1577

State of Washington 61st Legislature 2009 Regular Session

By Representatives Driscoll, Ormsby, Wood, and Williams
Read first time 01/23/09. Referred to Committee on Commerce & Labor.

AN ACT Relating to adding questions about wood burning appliances to the seller's disclosure statement for residential real property transfers; amending RCW 64.06.020; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

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NEW SECTION. Sec. 1. The legislature finds that the real estate seller disclosure statement is an effective method of informing prospective purchasers of residential real property of matters within a seller's personal knowledge regarding the condition of the real property. The legislature also finds that residential woodsmoke is subject to increasing regulatory scrutiny under the federal clean air act as a part of improving environmental and public health, and that compliance with these requirements is necessary for the state to avoid a federal nonattainment designation that could adversely affect access to sources of federal transportation funding. The legislature also finds that a stakeholder group has reviewed the issue of how to address residential woodsmoke issues and concluded that the type and status of wood burning appliances in residences should be a subject of the seller disclosure statement. Therefore, it is the intent of the legislature

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- 1 to amend the real estate seller disclosure statement to include wood
- 2 burning appliances.
- 3 **Sec. 2.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read 4 as follows:
- 5 (1) In a transaction for the sale of improved residential real 6 property, the seller shall, unless the buyer has expressly waived the 7 right to receive the disclosure statement under RCW 64.06.010, or 8 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to 9 the buyer a completed seller disclosure statement in the following
- 10 format and that contains, at a minimum, the following information:
- 11 INSTRUCTIONS TO THE SELLER
- 12 Please complete the following form. Do not leave any spaces blank. If
- 13 the question clearly does not apply to the property write "NA." If the
- 14 answer is "yes" to any * items, please explain on attached sheets.
- 15 Please refer to the line number(s) of the question(s) when you provide
- 16 your explanation(s). For your protection you must date and sign each
- 17 page of this disclosure statement and each attachment. Delivery of the
- 18 disclosure statement must occur not later than five business days,
- 19 unless otherwise agreed, after mutual acceptance of a written contract
- 20 to purchase between a buyer and a seller.
- 21 NOTICE TO THE BUYER
- THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 24 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 25 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 26 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 27 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 28 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 29 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 30 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 31 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 32 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 33 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 34 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 35 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE

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

15		I. SELL	ER'S DISCLOSURI	ES:			
16	*If you once	var "Vac" te	o a quartion with an a	asterisk (*), please explain your answer			
17	and attach documents, if available and not otherwise publicly recorded. If necessary,						
18	use an attacl		ii avaiiable aliu iiot oi	merwise publicly recorded. If necessary,			
19	use un utue.	area sareet.					
19				1. TITLE			
20	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell			
21				the property? If no, please explain.			
22	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to			
23				any of the following?			
24				(1) First right of refusal			
25				(2) Option			
26				(3) Lease or rental agreement			
27				(4) Life estate?			
28	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,			
29				boundary agreements, or boundary			
30				disputes?			
31	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement			
32				agreement for access to the property?			
33	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,			
34				easements, or access limitations that			
35				may affect the Buyer's use of the			
36				property?			
37	[] Yes	[] No	[] Don't know	*F. Are there any written agreements			
38				for joint maintenance of an easement or			
39				right-of-way?			

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1 2 3	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
4	[]Yes	[] No	[] Don't know	*H. Are there any pending or existing
5	[]	[]	[]=	assessments against the property?
6	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
7				nonconforming uses, or any unusual
8 9				restrictions on the property that would affect future construction or
10				remodeling?
11	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
12				property?
13	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
14				conditions, or restrictions which affect
15				the property?
16				2. WATER
17				A. Household Water
18				(1) The source of water for the
19				property is:
20 21				[] Private or publicly owned water system
22				[] Private well serving only the
23				subject property
24				*[] Other water system
25	[] Yes	[] No	[] Don't know	*If shared, are there any written
26				agreements?
27	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
28 29				or unrecorded) for access to and/or maintenance of the water source?
30	[] Yes	[] No	[] Don't know	*(3) Are there any known problems
31				or repairs needed?
32	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
33				source provided an adequate
34				year-round supply of potable
35	£3.87	C133	(1) D. (1)	water? If no, please explain.
36 37	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment systems for the property? If yes,
38				are they []Leased []Owned
39	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
40				the property associated with its
41				domestic water supply, such as a
42				water right permit, certificate, or
43				claim?
44 45	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit, certificate, or claim been
46				assigned, transferred, or changed?
				5 ,

1				(b) If yes, has all or any portion of
2				the water right not been used for
3				five or more successive years? (If
4				yes, please explain.)
5				
6				B. Irrigation Water
7	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
8				rights for the property, such as a
9				water right permit, certificate, or
10				claim?
11	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
12				the water right not been used for
13				five or more successive years?
14	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
15				available? (If yes, please attach a
16				copy.)
17	[] Yes	[] No	[] Don't know	(c) If so, has the water right
18				permit, certificate, or claim been
19				assigned, transferred, or changed?
20				If so, explain:
21				
22	[] Yes	[] No	[] Don't know	(2) Does the property receive
23				irrigation water from a ditch
24				company, irrigation district, or
25				other entity? If so, please identify
26				the entity that supplies water to the
27				property:
28				
29				C. Outdoor Sprinkler System
30	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
31				system for the property?
32	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in
33				the system?
34	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
35				connected to irrigation water?
36				3. SEWER/ON-SITE SEWAGE
37				SYSTEM
38				A. The property is served by:
39				[] Public sewer system,
40				[] On-site sewage system (including
41				pipes, tanks, drainfields, and all other
42				component parts)
43				[] Other disposal system, please
44				describe:
45				

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1	[] Yes	[] No	[] Don't know	B. If public sewer system service is
2				available to the property, is the house
3				connected to the sewer main? If no,
4				please explain.
5				
6	[] Yes	[] No	[] Don't know	C. Is the property subject to any
7				sewage system fees or charges in
8				addition to those covered in your
9 10				regularly billed sewer or on-site sewage system maintenance service?
				•
11				D. If the property is connected to an
12				on-site sewage system:
13	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
14 15				construction, and was it approved
16				by the local health department or district following its construction?
17				(2) When was it last pumped:
				• •
18				
19	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
20				operation of the on-site sewage
21				system?
22			[] Don't know	(4) When was it last inspected?
23				
24				By whom:
25			[] Don't know	(5) For how many bedrooms was
26				the on-site sewage system
27				approved?
28				bedrooms
29	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
30				laundry drain, connected to the
31				sewer/on-site sewage system? If no,
32				please explain:
33	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
34				repairs to the on-site sewage system?
35	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
36				including the drainfield, located entirely
37				within the boundaries of the property?
38				If no, please explain.
39				
40	[] Yes	[] No	[] Don't know	H. Does the on-site sewage system
41 42				require monitoring and maintenance services more frequently than once a
43				year? If yes, please explain.
44				year: If yes, piease explain:

1	NOTICE	: IF THIS RES	SIDENTIAL REAL	PROPERTY DIS	CLOSURE			
2		STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH						
3	HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM							
4 5		EIE THE QUE EMS AND FIX		NIIEM 4. SIKU	CTURAL OR ITEM			
6	J. 5151	2	TOTAL					
·				4. STRUCTU	RAL			
7	[] Yes	[] No	[] Don't know	*A. Has the ro	of leaked?			
9	[] Yes	[] No	[] Don't know	*B. Has the baleaked?	sement flooded or			
10 11	[] Yes	[] No	[] Don't know	*C. Have there additions, or re	e been any conversions, modeling?			
12	[] Yes	[] No	[] Don't know	*(1) If yes	s, were all building			
13				permits ob	tained?			
14	[] Yes	[] No	[] Don't know	*(2) If yes	s, were all final			
15				inspection	s obtained?			
16	[] Yes	[] No	[] Don't know	D. Do you kno	ow the age of the house?			
17				If yes, year of o	original construction:			
18								
19	[] Yes	[] No	[] Don't know	*E. Has there	been any settling,			
20					ding of the property or its			
21				improvements				
22	[] Yes	[] No	[] Don't know		any defects with the			
23 24				applicable item	yes, please check			
25					-			
		Foundations	□ Decks	S	□ Exterior Walls			
26		Chimneys	□ Interi	or Walls	□ Fire Alarm			
27		Doors	□ Wind	ows	□ Patio			
28		Ceilings	□ Slab Floors		□ Driveways			
29		Pools	□ Hot T	'ub	□ Sauna			
30		Sidewalks	□ Outbu	iildings	□ Fireplaces			
31		Garage Floors	□ Walk	ways	□ Siding			
32		Other		l Stoves				
33 34	[] Yes	[] No	[] Don't know		structural pest or "whole ion done? If yes, when			
35				_	m was the inspection			
36				-	· · · · · · · · · · · · · · · · · · ·			
37	[] Yes	[] No	[] Don't know	H. During you	r ownership, has the			
38				property had an	ny wood destroying			
39				organism or pe	st infestation?			
40	[] Yes	[] No	[] Don't know	I. Is the attic in	nsulated?			
41	[] Yes	[] No	[] Don't know	J. Is the basem	ent insulated?			
42				5. SYSTEMS	AND FIXTURES			
43				•	the following systems or			
44					luded with the transfer,			
45 46				-	efects? If yes, please			
				explain.				

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1 2	[] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and
3				service
4 5	[] Yes	[] No	[] Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
6	[] Yes	[] No	[] Don't know	Hot water tank
7	[] Yes	[] No	[] Don't know	Garbage disposal
8	[] Yes	[] No	[] Don't know	Appliances
9				••
	[] Yes	[] No	[] Don't know	Sump pump
10	[] Yes	[] No	[] Don't know	Heating and cooling systems
11	[] Yes	[] No	[] Don't know	Security system
12				[] Owned [] Leased
13				Other
14				*B. If any of the following fixtures or
15				property is included with the transfer,
16				are they leased? (If yes, please attach
17				copy of lease.)
18	[] Yes	[] No	[] Don't know	Security system
19	[] Yes	[] No	[] Don't know	Tanks (type):
20	[] Yes	[] No	[] Don't know	Satellite dish
21				Other:
22				6. HOMEOWNERS'
23				ASSOCIATION/COMMON
24				
				INTERESTS
25	[] Yes	[] No	[] Don't know	INTERESTS A. Is there a Homeowners'
25 26	[] Yes	[] No	[] Don't know	
	[]Yes	[] No	[] Don't know	A. Is there a Homeowners'
26				A. Is there a Homeowners' Association? Name of Association
26 27	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association
26 27 28				A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments:
26 27 28 29				A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic
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
26 27 28 29 30				A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year
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
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 *C. Are there any pending special assessments? *D. Are there any shared "common
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
26 27 28 29 30 31 32 33 34 35	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other* *C. Are there any pending special assessments? *D. Are there any shared "common areas" or any joint maintenance
26 27 28 29 30 31 32 33 34 35 36	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other *C. Are there any pending special assessments? *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls,
26 27 28 29 30 31 32 33 34 35 36 37	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other
26 27 28 29 30 31 32 33 34 35 36 37 38	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other
26 27 28 29 30 31 32 33 34 35 36 37 38 39	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other *C. Are there any pending special assessments? *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co- owned in undivided interest with
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	[]Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: \$ per [] Month [] Year [] Other
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	[]Yes []Yes	[] No [] No	[] Don't know [] Don't know	A. Is there a Homeowners' Association? Name of Association B. Are there regular periodic assessments: S per [] Month [] Year [] Other
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[]Yes []Yes	[] No [] No	[] 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* *C. Are there any pending special assessments? *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas coowned in undivided interest with others)? 7. ENVIRONMENTAL *A. Have there been any drainage
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[]Yes []Yes []Yes	[] No [] 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* *C. Are there any pending special assessments? *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas coowned in undivided interest with others)? 7. ENVIRONMENTAL *A. Have there been any drainage problems on the property?

1 2	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach
3 4				movements, earthquake, expansive soils, or landslides?
5	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
6				floodplains, or critical areas on the
7				property?
8	[] Yes	[] No	[] Don't know	*E. Are there any substances,
9				materials, or products on the property
10 11				that may be environmental concerns,
12				such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical
13				storage tanks, or contaminated soil or
14				water?
15	[] Yes	[] No	[] Don't know	*F. Has the property been used for
16				commercial or industrial purposes?
17	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
18				contamination?
19	[] Yes	[] No	[] Don't know	*H. Are there transmission poles,
20				transformers, or other utility equipment
21				installed, maintained, or buried on the
22				property?
23 24	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
25	£137	CLM	61 5 141	legal or illegal dumping site?
26	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
27	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
28	[] 103	[]110	[] Don't know	area that may cause interference with
29				telephone reception?
30	[] Yes	[] No	[] Don't know	*L. (1) Are any of the following kinds
31				of wood burning appliances present at
32				the property?
33	[]Yes	[] No	Don't know	Wood stove?
34	[]Yes	[] No	[] Don't know	Fireplace insert?
35	[] Yes	[] No	Don't know	Pellet stove?
36	[] Yes	[] No	Don't know	Manufactured fireplace?
37	[] Yes	[] No	Don't know	(2) If yes, are all of the wood burning
38				appliances certified as a cleaner burning
39				appliance?
40				8. MANUFACTURED AND
41				MOBILE HOMES
42				If the property includes a manufactured
43				or mobile home,
44	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
45				home? If yes, please describe the
46				alterations:

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1	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
2				alterations to the home? If yes, please
3				describe the alterations:
4	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
5				permits or variances for these alterations
6				obtained?
7				9. FULL DISCLOSURE BY
8				SELLERS
9				A. Other conditions or defects:
10	[] Yes	[] No	[] Don't know	*Are there any other existing material
11				defects affecting the property that a
12				prospective buyer should know about?
13				B. Verification:
14				The foregoing answers and attached
15				explanations (if any) are complete and
16				correct to the best of my/our knowledge
17				and I/we have received a copy hereof.
18				I/we authorize all of my/our real estate
19				licensees, if any, to deliver a copy of
20				this disclosure statement to other real
21 22				estate licensees and all prospective
22				buyers of the property.
2.2				
23	DATE		SELLER	SELLER
23	DATE		SELLER	
			NOTICE TO T	
24	INFORMA	ΓΙΟΝ REG	NOTICE TO T	HE BUYER
24 25	INFORMAT BE OBTAIN	ΓΙΟΝ REGA	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO	HE BUYER ED SEX OFFENDERS MAY
24 25 26 27 28	INFORMAT BE OBTAIN NOTICE IS	ΓΙΟΝ REGA NED FROM INTENDE	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO D ONLY TO INFORI	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS
24 25 26 27	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REG. NED FROM INTENDE RMATION	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO D ONLY TO INFORI	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN
24 25 26 27 28	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REG. NED FROM INTENDE RMATION ED SEX OI	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO D ONLY TO INFORI AND IS NOT AN IN	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN IDICATION OF THE PRESENCE OF
24 25 26 27 28 29	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REG. NED FROM INTENDE RMATION ED SEX OI	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO I ONLY TO INFORI AND IS NOT AN IN FFENDERS. ER'S ACKNOWLEI	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN IDICATION OF THE PRESENCE OF
24 25 26 27 28 29	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REGA NED FROM INTENDE RMATION ED SEX OI II. BUYI	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO D ONLY TO INFOR! AND IS NOT AN IN FFENDERS. ER'S ACKNOWLEI Buyer hereby acknowles	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN IDICATION OF THE PRESENCE OF
24 25 26 27 28 29 30	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REGA NED FROM INTENDE RMATION ED SEX OI	NOTICE TO T ARDING REGISTER I LOCAL LAW ENFO D ONLY TO INFORI AND IS NOT AN INFFENDERS. ER'S ACKNOWLEI Buyer hereby acknowligent attention to	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN IDICATION OF THE PRESENCE OF OGMENT owledges that: Buyer has a duty to pay
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24 25 26 27 28 29 30 31 32 33	INFORMATE BE OBTAIN NOTICE IS THIS INFO	IION REGA NED FROM INTENDE RMATION ED SEX OI	NOTICE TO TO ARDING REGISTER I LOCAL LAW ENFOLD ONLY TO INFORD AND IS NOT AN INFERDERS. ER'S ACKNOWLEI Buyer hereby acknowled diligent attention to Buyer or can be known attention and observed.	HE BUYER ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS M YOU OF WHERE TO OBTAIN IDICATION OF THE PRESENCE OF DGMENT Dividedges that: Buyer has a duty to pay any material defects that are known to win to Buyer by utilizing diligent
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1		E.	Buyer (which t	erm includes all persons sig	gning the "Buyer	S
2			acceptance" po	ortion of this disclosure state	ement below) has	S
3			received a copy	y of this Disclosure Stateme	ent (including	
4			attachments, if	any) bearing Seller's signat	ure.	
5	DISCLOSURES	CONTAINED	IN THI	S DISCLOSU	RE STA	TEME
6	SELLER BASED ON	SELLER'S	ACTUAL	KNOWLEDGE	OF TH	E PR

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

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE

STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE

OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

- (2) If the disclosure statement is being completed for new construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the questions listed in item 4. Structural or item 5. Systems and Fixtures.
- (3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction.

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