
ENGROSSED SUBSTITUTE HOUSE BILL 2886

State of Washington 61st Legislature 2010 Regular Session

By House Local Government & Housing (originally sponsored by Representatives Angel, Simpson, and Wallace)

READ FIRST TIME 02/01/10.

- 1 AN ACT Relating to the adoption of rules by the building code
- 2 council regarding carbon monoxide alarm installation; amending RCW
- 3 19.27.530; and reenacting and amending RCW 64.06.020.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 **Sec. 1.** RCW 19.27.530 and 2009 c 313 s 2 are each amended to read 6 as follows:
- 7 (1) By July 1, 2010, the building code council shall adopt rules requiring that all buildings classified as residential occupancies, as defined in the state building code in chapter 51-54 WAC, but excluding existing owner-occupied single-family residences legally occupied before July 26, 2009, be equipped with carbon monoxide alarms.
- 12 (2)(a) The building code council ((may phase in the carbon monoxide 13 alarm-requirements-on-a-schedule-that-it-determines-reasonable, 14 provided that the rules)) must require that:
- (i) By January 1, 2011, all newly constructed buildings classified as residential occupancies will be equipped with carbon monoxide alarms($(\frac{1}{7})$); and
- 18 <u>(ii) All</u> other buildings classified as residential occupancies,

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except existing owner-occupied single-family residences legally occupied before July 26, 2009, will be equipped with carbon monoxide alarms ((by)) beginning on January 1, 2013.

- (b) ((Owner-occupied-single-family-residences-legally-occupied before-July-26,-2009,-are-exempt-from-the-requirements-of-this subsection-(2). However,-for-any-owner-occupied-single-family residence that is sold on or after July 26, 2009, the seller must equip the-residence-with-carbon-monoxide-alarms-in-accordance-with-the requirements of the state building code before the buyer or any other person-may-legally-occupy-the-residence-following-such-sale.)) Any rules adopted pursuant to (a)(ii) of this subsection may not take effect until January 1, 2013, including rules adopted prior to the effective date of this section.
- (3)(a)(i) <u>Except</u> <u>as provided otherwise in (a)(ii) of this subsection, existing owner-occupied single-family residences shall be equipped with carbon monoxide alarms where any alterations, repairs, or additions requiring a building permit occur.</u>
- (ii) The following activities are exempt from the requirements of (a)(i) of this subsection: Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, the addition or replacement of windows or doors, or the addition of a porch or deck, and exterior work involving the installation, alteration, or repairs of plumbing or mechanical systems.
- (b) The state building code council must adopt rules by July 1, 2010, in accordance with the requirements of this subsection (3), requiring that owner-occupied single-family residences are equipped with carbon monoxide alarms when any interior alterations, interior repairs, or interior additions to a single-family residence requiring a building permit occur.
- (4) The building code council may exempt categories of buildings classified as residential occupancies if it determines that requiring carbon monoxide alarms are unnecessary to protect the health and welfare of the occupants.
- ((4))) (5) The rules adopted by the building code council under this section must (a) consider applicable nationally accepted standards and (b) require that the maintenance of a carbon monoxide alarm in a building where a tenancy exists, including the replacement of

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- 1 batteries, is the responsibility of the tenant, who shall maintain the
- 2 alarm as specified by the manufacturer.
- 3 Sec. 2. RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are 4 each reenacted and 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:
- 11 INSTRUCTIONS TO THE SELLER

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- 12 Please complete the following form. Do not leave any spaces blank.
- 13 If the question clearly does not apply to the property write "NA." If
- 14 the 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
- 22 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

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- 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
- 13 WARRANTIES.
- 14 Seller . . . is/ . . . is not occupying the property.

15		I. SELL	ER'S DISCLOSUR	ES:					
16	*If you answer "Yes" to a question with an asterisk (*), please explain your answer								
17	and attach documents, if available and not otherwise publicly recorded. If necessary,								
18	use an attac	ched sheet.							
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?					

1 2 3	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the
3				property?
4 5	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
6	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
7	[] 100	[]1.0	[]2011 1110 11	nonconforming uses, or any unusual
8				restrictions on the property that would
9				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			23	conditions, or restrictions recorded
15				against the property?
16				
10				2. WATER
17				A. Household Water
18				(1) The source of water for the
19				property is:
20				[] Private or publicly owned water
21				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				or unrecorded) for access to and/or
29				maintenance of the water source?
30	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
31				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				water? If no, please explain.
36	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
37				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	[]Yes	[] No	[] Don't know	(a) If yes, has the water right
45	L3		23	permit, certificate, or claim been
46				assigned, transferred, or changed?
				5 ,

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1				*(b) If yes, has all or any portion of
2				the water right not been used for
3				five or more successive years?
4	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
5				operation of the water system (e.g.
6				pipes, tank, pump, etc.)?
7				
8				B. Irrigation Water
9	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
10				rights for the property, such as a
11				water right permit, certificate, or
12				claim?
13	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
14				the water right not been used for
15				five or more successive years?
16	[]Yes	[] No	[] Don't know	*(b) If so, is the certificate
17	[]	[]	[]==========	available? (If yes, please attach a
18				copy.)
19	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
20	[] 103	[]110	[] Don't know	permit, certificate, or claim been
21				assigned, transferred, or changed?
22				
23	[] Yes	[] No	[] Don't know	*(2) Does the property receive
24				irrigation water from a ditch
25				company, irrigation district, or
26				other entity? If so, please identify
27				the entity that supplies water to the
28				property:
29				
30				C. Outdoor Sprinkler System
31	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
32				system for the property?
33	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in
34				the system?
35	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
36				connected to irrigation water?
37				
38				3. SEWER/ON-SITE SEWAGE
				SYSTEM
39				A. The property is served by:
40				[] Public sewer system,
41				[] On-site sewage system (including
42				pipes, tanks, drainfields, and all other
43				component parts)
44				[] Other disposal system, please
45				describe:
46				

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 9				addition to those covered in your
10				regularly billed sewer or on-site sewage system maintenance service?
11 12				D. If the property is connected to an on-site sewage system:
	£1.W	£3.N		
13 14	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
15				construction, and was it approved by the local health department or
16				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 21				operation of the on-site sewage 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				require monitoring and maintenance
42				services more frequently than once a
43 44				year?

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1	NOTI	CE: IF	THIS RES	SIDENTIA	L REAL P	ROPERTY DISC	CLOSURE	
2	STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH							
3	HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO							
4 5	COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES							
6	5. 51	O I LIVI	S AND I IZ	TOKES				
Ü						4. STRUCTUI	RAL	
7 8	[] Yes	S	[] No	[] Don't l	know	*A. Has the roof five years?	of leaked within the last	
9	[] Yes	S	[] No	[] Don't l	know	*B. Has the bas	sement flooded or	
10						leaked?		
11	[] Yes	S	[] No	[] Don't l	know	*C. Have there	been any conversions,	
12						additions, or rer	modeling?	
13	[] Yes	S	[] No	[] Don't l	know	*(1) If yes,	were all building	
14						permits obt	ained?	
15 16	[] Yes	S	[] No	[] Don't l	know	*(2) If yes, inspections	were all final obtained?	
17	[] Yes	S	[] No	[] Don't l	know	D. Do you know	w the age of the house?	
18						If yes, year of o	riginal construction:	
19								
20	[] Yes	s	[] No	[] Don't l	know	*E. Has there b	een any settling,	
21						slippage, or slid	ing of the property or its	
22						improvements?		
23	[] Yes	S	[] No	[] Don't l	know	*F. Are there a	ny defects with the	
24							es, please check	
25						applicable items	s and explain.)	
26		□ Fou	ndations		□ Decks		□ Exterior Walls	
27		□ Chi	mneys		□ Interior	Walls	□ Fire Alarm	
28			ors		□ Windo	ws	□ Patio	
29		□ Ceil	lings		□ Slab Fl	oors	□ Driveways	
30		□ Poo	ls		□ Hot Tu	b	□ Sauna	
31		□ Side	ewalks		□ Outbui	ldings	□ Fireplaces	
32		□ Gar	age Floors		□ Walkw	ays	□ Siding	
33		□ Oth	er		□ Wood S	Stoves		
34	[] Yes	S	[] No	[] Don't l	know	*G. Was a st	tructural pest or "whole	
35	.,						on done? If yes, when	
36						and by whor	n was the inspection	
37						completed?		
38	[] Yes	S	[] No	[] Don't l	know	H. During your	ownership, has the	
39						property had an	y wood destroying	
40						organism or pes	t infestation?	
41	[] Yes	S	[] No	[] Don't l	know	I. Is the attic in	sulated?	
42	[] Yes	S	[] No	[] Don't l	know	J. Is the baseme	ent insulated?	
43	[] Yes	<u>s</u>	[] <u>No</u>	[] Don't l	know	K. Does the pro	operty have a carbon	
44						monoxide alarm	<u>1?</u>	
45						5. SYSTEMS A	AND FIXTURES	

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1				*A. If any of the following systems or
2				fixtures are included with the transfer, are there any defects? If yes, please
4				explain.
5	[] Yes	[] No	[] Don't know	Electrical system, including
6	[]103	[]110	[] Don't know	wiring, switches, outlets, and
7				service
8	[] Yes	[] No	[] Don't know	Plumbing system, including pipes,
9				faucets, fixtures, and toilets
10	[] Yes	[] No	[] Don't know	Hot water tank
11	[] Yes	[] No	[] Don't know	Garbage disposal
12	[] Yes	[] No	[] Don't know	Appliances
13	[] Yes	[] No	[] Don't know	Sump pump
14	[] Yes	[] No	[] Don't know	Heating and cooling systems
15	[] Yes	[] No	[] Don't know	Security system
16				[] Owned [] Leased
17				Other
18				*B. If any of the following fixtures or
19				property is included with the transfer,
20				are they leased? (If yes, please attach
21				copy of lease.)
22	[] Yes	[] No	[] Don't know	Security system
23	[] Yes	[] No	[] Don't know	Tanks (type):
24	[] Yes	[] No	[] Don't know	Satellite dish
25				Other:
26				*C. Are any of the following kinds of
27				wood burning appliances present at the
28				property?
29	[] Yes	[] No	[] Don't know	(1) Woodstove?
30	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
31	[] Yes	[] No	[] Don't know	(3) Pellet stove?
32	[] Yes	[] No	[] Don't know	(4) Fireplace?
33	[] Yes	[] No	[] Don't know	If yes, are all of the (1) woodstoves
34				or (2) fireplace inserts certified by
35				the U.S. Environmental Protection Agency as clean burning appliances
36 37				to improve air quality and public
38				health?
39				
40				6. HOMEOWNERS'
41				ASSOCIATION/COMMON INTERESTS
				117 1 EXES 13

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1 2 3 4 5 6 7 8 9	[] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
11 12 13	[]Yes	[] No	[] Don't know	B. Are there regular periodic assessments: \$ per [] Month [] Year
14				[] Other
15 16	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?
17 18 19 20 21 22 23	[]Yes	[] No	[] Don't know	*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)?
24				7. ENVIRONMENTAL
25 26 27 28	[]Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
26 27	[] Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or
26 27 28 29 30				*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill
26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill material? *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive
26 27 28 29 30 31 32 33 34 35 36 37	[]Yes []Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? *B. Does any part of the property contain fill dirt, waste, or other fill material? *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? D. Are there any shorelines, wetlands, floodplains, or critical areas on the

1 2	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater contamination?
3	[]Yes	[] No	[] Don't know	*H. Are there transmission poles or
4	[]	[]	[] =	other electrical utility equipment
5				installed, maintained, or buried on the
6				property that do not provide utility
7				service to the structures on the
8				property?
9	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
10				legal or illegal dumping site?
11	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
12				illegal drug manufacturing site?
13	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
14				area that cause interference with cellular
15				telephone reception?
16				8. MANUFACTURED AND
17				MOBILE HOMES
18				If the property includes a manufactured
19				or mobile home,
20	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
21				home? If yes, please describe the
22				alterations:
23	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
24				alterations to the home?
25	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
26				permits or variances for these alterations
27				obtained?
28				9. FULL DISCLOSURE BY
29				SELLERS
30				A. Other conditions or defects:
31	[] Yes	[] No	[] Don't know	*Are there any other existing material
32				defects affecting the property that a
33				prospective buyer should know about?
34				B. Verification:
35				The foregoing answers and attached
36				explanations (if any) are complete and
37				correct to the best of my/our knowledge
38 39				and I/we have received a copy hereof.
39 40				I/we authorize all of my/our real estate licensees, if any, to deliver a copy of
41				this disclosure statement to other real
42				estate licensees and all prospective
43				buyers of the property.
44	DATE		CELLER	GELLED
	DATE		SELLER	
45			NOTICE TO T	THE BUYER

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1	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY					
2	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN					
4	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF					
5	REGISTERED SEX OFFENDERS.					
6	II. BUYER'S ACKNOWLEDGMENT					
7	A. Buyer hereby acknowledges that: Buyer has a duty to pay					
9	diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent					
10	attention and observation.					
11	B. The disclosures set forth in this statement and in any					
12	amendments to this statement are made only by the Seller and					
13	not by any real estate licensee or other party.					
14 15	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information					
16	provided by Seller, except to the extent that real estate					
17	licensees know of such inaccurate information.					
18	D. This information is for disclosure only and is not intended to					
19 20	be a part of the written agreement between the Buyer and Seller.					
21	E. Buyer (which term includes all persons signing the "Buyer's					
22	acceptance" portion of this disclosure statement below) has					
23 24	received a copy of this Disclosure Statement (including					
24	attachments, if any) bearing Seller's signature.					
25	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY					
26	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME					
27	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER					
28	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM					
29	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO					
30	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN					
31	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE					
32	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE					
33	AGREEMENT.					
34	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE					
35	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE					
36	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.					
37	DATE BUYER BUYER					
38	(2) If the disclosure statement is being completed for new					
39	construction which has never been occupied, the disclosure statement is					

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not required to contain and the seller is not required to complete the

1 questions listed in item 4. Structural or item 5. Systems and 2 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.

--- END ---

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