## HOUSE BILL 1951

State of Washington 67th Legislature 2022 Regular Session

By Representatives Morgan, Fitzgibbon, Orwall, McEntire, Ryu, Ormsby, Kloba, and Harris-Talley

Read first time 01/12/22. Referred to Committee on Consumer Protection & Business.

- 1 AN ACT Relating to seller disclosure statements; amending RCW
- 2 64.06.013, 64.06.015, and 64.06.050; and reenacting and amending RCW
- 3 64.06.020.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 Sec. 1. RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are 6 each reenacted and amended to read as follows:
- 7 (1) In a transaction for the sale of improved residential real 8 property, the seller shall, unless the buyer has expressly waived the 9 right to receive the disclosure statement under RCW 64.06.010, or 10 unless the transfer is otherwise exempt under RCW 64.06.010, deliver 11 to the buyer a completed seller disclosure statement in the following
- 12 format and that contains, at a minimum, the following information:
- 13 INSTRUCTIONS TO THE SELLER
- 14 Please complete the following form. Do not leave any spaces blank. If
- 15 the question clearly does not apply to the property write "NA." If
- 16 the answer is "yes" to any \* items, please explain on attached
- 17 sheets. Please refer to the line number(s) of the question(s) when
- 18 you provide your explanation(s). For your protection you must date
- 19 and sign each page of this disclosure statement and each attachment.
- 20 Delivery of the disclosure statement must occur not later than five

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1 2	business days, unless otherwise agreed, after mutual acceptance of a written contract to purchase between a buyer and a seller.
3	NOTICE TO THE BUYER
4	THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
5	THE PROPERTY LOCATED AT
6	("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
7	SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
8	MATERIAL DEFECTS TO BUYER ((BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
9	PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT)).
10	UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
11	BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
12	DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
13	SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
14	SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
15	DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
16	TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
17	THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
18	REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
19	INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
20	OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
21	FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
22	THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
23	QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
24	LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
25	ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
26	TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
27	BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
28	INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
29	CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
30	OR WARRANTIES.
31	Seller is/ is not occupying the property.
32	I. SELLER'S DISCLOSURES:
33	*Please provide any relevant information for each category in the space provided.
34	If you answer "Yes" to a question with an asterisk (*), please explain your answer
35	and attach documents, if available and not otherwise publicly recorded. If
36	necessary, use an attached sheet.
37	1. TITLE

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1					
[]Yes []No ((———Don't "B. Is title to the property subject to know)) any of the following?  5 (1) First right of refusal  6 (2) Option  7 (3) Lease or rental agreement  (4) Life estate?  9 []Yes []No ((——Don't "C. Are there any encroachments, or boundary agreements, or access to the property?  12 []Yes []No ((——Don't "E. Are there any rights-of-way, know)) easements, or access limitations that may affect the Buyer's use of the property?  18 []Yes []No ((——Don't "F. Are there any written agreements benow)) for joint maintenance of an easement or right-of-way?  21 []Yes []No ((——Don't "G. Is there any study, survey project, know)) assessments against the property?  22 []Yes []No ((——Don't "H. Are there any pending or existing know)) assessments against the property?  23 []Yes []No ((——Don't "I. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  30 []Yes []No ((——Don't "I. Are there any zoning violations, construction or remodeling?	1	[ ] Yes	[ ] No	(( <del>[]</del>	A. Do you have legal authority to sell
know)) any of the following?  (1) First right of refusal  (2) Option  (3) Lease or rental agreement  (4) Life estate?  9	2			know))	the property? If no, please explain.
Canal   Cana	3	[ ] Yes	[] No	(([]	*B. Is title to the property subject to
C2) Option   (3) Lease or rental agreement   (4) Life estate?	4			know))	any of the following?
	5				(1) First right of refusal
Comparison of the property?   Comparison of the property hat would affect future construction of the property that would affect future construction of the property survey for the property survey f	6				(2) Option
[]Yes []No (([—]—Don't *C. Are there any encroachments know)) boundary agreements, or boundary agreements. To boundary agreements or access to the property?  12 []Yes []No (([—]—Don't *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?  18 []Yes []No (([—]—Don't *E. Are there any written agreements have the property?  19 [Yes []No (([—]—Don't *E. Are there any written agreements have the property?  20 []Yes []No (([—]—Don't *G. Is there any study, survey project, know)) or notice that would adversely affect the property?  21 []Yes []No (([—]—Don't *H. Are there any pending or existing know)) assessments against the property?  22 []Yes []No (([—]—Don't *H. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  31 []Yes []No (([—]—Don't *J. Is there a boundary survey for the property *I. Is there a boundary survey for	7				(3) Lease or rental agreement
know)) boundary agreements, or boundary disputes?  12	8				(4) Life estate?
11	9	[] Yes	[] No	(( <del>[ ] Don't</del>	*C. Are there any encroachments,
[]Yes []No (([	10			know))	boundary agreements, or boundary
Renow )   agreement for access to the property?	11				disputes?
[]Yes []No (([-]—Den4) *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?  18 []Yes []No (([-]—Den4) *F. Are there any written agreements property?  19 know)) for joint maintenance of an easement or right-of-way?  21 []Yes []No (([-]—Den4) *G. Is there any study, survey project, know)) or notice that would adversely affect the property?  22 know)) assessments against the property?  23 []Yes []No (([-]—Den4) *H. Are there any pending or existing know)) assessments against the property?  26 []Yes []No (([-]—Den4) *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would adversely affect future construction or remodeling?  30 []Yes []No (([-]—Den4) *J. Is there a boundary survey for the property that would affect future construction or remodeling?	12	[ ] Yes	[] No	(( <del>[]</del>	*D. Is there a private road or easement
Landwill	13			know))	agreement for access to the property?
may affect the Buyer's use of the property?  18  []Yes []No (([-] Don't *F. Are there any written agreements knew)) for joint maintenance of an easement or right-of-way?  21  []Yes []No (([-] Don't *G. Is there any study, survey project, knew)) or notice that would adversely affect the property?  24  []Yes []No (([-] Don't *H. Are there any pending or existing knew)) assessments against the property?  26  []Yes []No (([-] Don't *I. Are there any zoning violations, knew)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  30  []Yes []No (([-] Don't *I. Is there a boundary survey for the may be not property that would affect future construction or remodeling?	14	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*E. Are there any rights-of-way,
property?  18  [] Yes [] No (([	15			know))	easements, or access limitations that
[]Yes []No (([-] Don't   *F. Are there any written agreements for joint maintenance of an easement or right-of-way?  []Yes []No (([-] Don't   *G. Is there any study, survey project, know)) or notice that would adversely affect the property?  []Yes []No (([-] Don't   *H. Are there any pending or existing know)) assessments against the property?  []Yes []No (([-] Don't   *I. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  []Yes []No (([-] Don't   *I. Is there a boundary survey for the struction or remodeling?	16				may affect the Buyer's use of the
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know)) or notice that would adversely affect the property?  24  []Yes []No (([-]-Don't *H. Are there any pending or existing assessments against the property?  26  []Yes []No (([-]-Don't *I. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  31  []Yes []No (([-]-Don't *J. Is there a boundary survey for the	20				or right-of-way?
the property?  24  []Yes []No (([-] Don't *H. Are there any pending or existing know)) assessments against the property?  26  []Yes []No (([-] Don't *I. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  31  []Yes []No (([-] Don't *J. Is there a boundary survey for the	21	[ ] Yes	[] No	(( <del>[]</del>	*G. Is there any study, survey project,
[] Yes [] No (([-] Den't state any pending or existing know)) assessments against the property?  26 [] Yes [] No (([-] Don't st. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  31 [] Yes [] No (([-] Don't st. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	22			know))	or notice that would adversely affect
know)) assessments against the property?  26 [] Yes [] No (([-] Don't *I. Are there any zoning violations, know)) nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?  31 [] Yes [] No (([-] Don't *J. Is there a boundary survey for the	23				the property?
[] Yes [] No (([-] Don't Nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	24	[ ] Yes	[] No	(( <del>[]</del>	*H. Are there any pending or existing
28 29 30 [] Yes [] No (([-] Don't] nonconforming uses, or any unusual restrictions on the property that would future construction or remodeling?	25			know))	assessments against the property?
restrictions on the property that would  29  30  [] Yes [] No (([-] Don't] *J. Is there a boundary survey for the	26	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*I. Are there any zoning violations,
29 30	27			know))	nonconforming uses, or any unusual
remodeling?  [] Yes [] No (([-] Don't *J. Is there a boundary survey for the	28				restrictions on the property that would
[] Yes [] No (([] Don't *J. Is there a boundary survey for the	29				affect future construction or
	30				remodeling?
32 know)) property?	31	[ ] Yes	[] No	(( <del>[]</del>	*J. Is there a boundary survey for the
	32			know))	property?

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1	[] Yes [	] No (( <del>[ ] Don't</del>	*K. Are there any covenants,
2		know))	conditions, or restrictions recorded
3			against the property?
4			NOTICE TO THE BUYER:
5			Covenants or deed restrictions based
6			on race, creed, sexual orientation, or
7			other protected class were voided by
8			RCW 49.60.224 and are
9			unenforceable. Washington law allows
10			for the illegal language to be struck by
11			bringing an action in superior court or
12			by the free recording of a restrictive
13			covenant modification document.
14			Many county auditor websites provide
15			a short form with instructions on this
16			process.
17			PLEASE PROVIDE ANY
18			RELEVANT TITLE INFORMATION
19			BELOW. ATTACH ADDITIONAL
20			SHEETS IF NECESSARY.
21			<u></u>
22			
23			
24			
25			
26			2. WATER
27			A. Household Water
28			(1) The source of water for the
29			property is:
30			[ ] Private or publicly owned
31			water system
32			[ ] Private well serving only the
33			subject property
34			*[] Other water system
35	[] Yes [	] No (( <del>[ ] Don't know</del> ))	*If shared, are there any written
36			agreements?

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1	[] Yes	[] No	(( <del>[] Don't</del>	*(2) Is there an easement
2	.,	.,	know))	(recorded or unrecorded) for
3			,,	access to and/or maintenance of
4				the water source?
5	[] Vac	[]No	(([ ] Don't	
	[] Yes	[] No	(([]	*(3) Are there any problems or
6			know))	repairs needed?
7	[] Yes	[] No	(( <del>[]</del>	(4) During your ownership, has
8			<del>know</del> ))	the source provided an adequate
9				year-round supply of potable
10				water? If no, please explain.
11	[ ] Yes	[] No	(( <del>[]</del>	*(5) Are there any water
12			know))	treatment systems for the
13				property? If yes, are they
14				[] Leased [] Owned
15	[ ] Yes	[] No	(([ <del>] Don't</del>	*(6) Are there any water rights
16			know))	for the property associated with
17				its domestic water supply, such as
18				a water right permit, certificate,
19				or claim?
20	[ ] Yes	[] No	(( <del>[]</del>	(a) If yes, has the water right
21			know))	permit, certificate, or claim been
22				assigned, transferred, or
23				changed?
24				*(b) If yes, has all or any portion
25				of the water right not been used
26				for five or more successive
27				years?
28	[] Yes	[] No	(([ <del>]Don't</del>	*(7) Are there any defects in the
29			know))	operation of the water system
30				(e.g. pipes, tank, pump, etc.)?
31			В	. Irrigation Water
32	[] Yes	[] No	(( <del>[ ] Don't</del>	(1) Are there any irrigation water
33	[] 100	[]1.0	know))	rights for the property, such as a
34			//	water right permit, certificate, or
35				claim?
55				

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1	[ ] Yes	[] No	(( <del>[]</del>	*(a) If yes, has all or any portion
2			know))	of the water right not been used
3				for five or more successive
4				years?
5	[ ] Yes	[] No	(( <del>[]</del>	*(b) If so, is the certificate
6			know))	available? (If yes, please attach a
7				copy.)
8	[ ] Yes	[] No	(( <del>[]Don't</del>	*(c) If so, has the water right
9			know))	permit, certificate, or claim been
10				assigned, transferred, or
11				changed?
12	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*(2) Does the property receive
13			know))	irrigation water from a ditch
14				company, irrigation district, or
15				other entity? If so, please identify
16				the entity that supplies water to
17				the property:
18				C. Outdoor Sprinkler System
19	[] Yes	[] No	(( <del>[]</del>	(1) Is there an outdoor sprinkler
20	[] 140	[]1.0	know))	system for the property?
21	[] Yes	[] No	(( <del></del>	*(2) If yes, are there any defects
22	[] ics	[]110	know))	in the system?
23	[] Vac	[]No	(([ <del>]</del> Don't	*(3) If yes, is the sprinkler
24	[ ] Yes	[ ] No	know))	
25			KHOW))	system connected to irrigation water?
				water.
26				PLEASE PROVIDE ANY
27				<u>RELEVANT</u> WATER
28				INFORMATION BELOW. ATTACH
29				ADDITIONAL SHEETS IF
30				NECESSARY.
31				
32 33				
34				
34				
36				3. SEWER/ON-SITE SEWAGE
37				SYSTEM

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1				A. The property is served by:
2				[] Public sewer system,
3				[ ] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[ ] Other disposal system, please
7				describe:
8	[] Yes	[] No	(([]	B. If public sewer system service is
9			know))	available to the property, is the house
10				connected to the sewer main? If no,
11				please explain.
12	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*C. Is the property subject to any
13			know))	sewage system fees or charges in
14				addition to those covered in your
15				regularly billed sewer or on-site
16				sewage system maintenance service?
17				D. If the property is connected to an
18				on-site sewage system:
19	[ ] Yes	[] No	(( <del>[]</del>	*(1) Was a permit issued for its
20			know))	construction, and was it approved
21				by the local health department or
22				district following its
23				construction?
24				(2) When was it last pumped?
25				
26	[ ] Yes	[] No	(( <del>[]</del>	*(3) Are there any defects in the
27			know))	operation of the on-site sewage
28				system?
29			(( <del>[]</del>	(4) When was it last inspected?
30			know))	
31				
32				By whom:
33			(( <del>[]Don't</del>	(5) For how many bedrooms was
34			know))	the on-site sewage system
35				approved?
36				bedrooms

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1	[] Yes	[] No	(([ <del>] Don't</del>	E. Are all plumbing fixtures, including
2			know))	laundry drain, connected to the
3				sewer/on-site sewage system? If no,
4				please explain:
5	[ ] Yes	[] No	(([ <del>]</del>	*F. Have there been any changes or
6			know))	repairs to the on-site sewage system?
7	[] Yes	[] No	(([ <u></u> ]Don't	G. Is the on-site sewage system,
8			know))	including the drainfield, located
9				entirely within the boundaries of the
10				property? If no, please explain.
11				
12	[] Yes	[] No	(([ <del>] Don't</del>	*H. Does the on-site sewage system
13			know))	require monitoring and maintenance
14				services more frequently than once a
15				year?
16				
17				PLEASE PROVIDE ANY
18				RELEVANT SEWER/ON-SITE
19				SEWAGE SYSTEM INFORMATION
20				BELOW. ATTACH ADDITIONAL
21				SHEETS IF NECESSARY.
22				
23				·····
24				<u></u>
25				
26				
27	NOTICE:	IF THI	S RESIDENTIAL	REAL PROPERTY DISCLOSURE
28	STATEME	ENT IS BE	ING COMPLETED	FOR NEW CONSTRUCTION WHICH
29	HAS NEV	VER BEE	N OCCUPIED, TH	E SELLER IS NOT REQUIRED TO
30	COMPLE	TE THE	QUESTIONS LIST	ED IN ITEM 4. STRUCTURAL OR
31	ITEM 5. S	YSTEMS	AND FIXTURES	
32				4. STRUCTURAL
33	[ ] Yes	[] No	(([]	*A. Has the roof leaked within the last
34			know))	five years?
35	[ ] Yes	[] No	(([]	*B. Has the basement flooded or
36			know))	leaked?
37	[ ] Yes	[] No	(([ <del>] Don't</del>	*C. Have there been any conversions,
38			know))	additions, or remodeling?

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1	[ ] Yes	[ ] No	(([]-	<del>Don't</del> *(1) I	f yes, were all building
2	2.3		know))		s obtained?
3	[] Yes	[ ] No	(([]-	Don't *(2)	If yes, were all final
4			know))	inspec	tions obtained?
5	[ ] Yes	[ ] No	(([]-	<del>Don't</del> D. Do you l	know the age of the house?
6			know))	If yes, year	of original construction:
7	[ ] Yes	[ ] No	(([]-	<del>Don't</del> *E. Has	there been any settling,
8			know))	slippage, or	sliding of the property or
9				its improve	ments?
10	[ ] Yes	[ ] No	(([]-	Don't *F. Are th	ere any defects with the
11			know))	following:	(If yes, please check
12				applicable i	tems and explain.)
13	□ Fo	oundations	ı	□ Decks	□ Exterior Walls
14	□ Cł	nimneys		□ Interior Walls	□ Fire Alarm
15	□ Do	oors		□ Windows	□ Patio
16	□С€	eilings		□ Slab Floors	□ Driveways
17	□Ро	ools		□ Hot Tub	□ Sauna
18	□ Si	dewalks		□ Outbuildings	□ Fireplaces
19	□ Ga	arage Floor	rs	□ Walkways	□ Siding
20	□ Ot	ther		□ Woodstoves	□ Elevators
21	□ Ine	cline Eleva	ntors	□ Stairway Chair	□ Wheelchair Lifts
22				Lifts	
23	[] Yes	[ ] No	(([]	<del>Don't</del> *G. Was a	structural pest or "whole
24			know))	house" insp	ection done? If yes, when
25				and by w	hom was the inspection
26				completed?	
27	[ ] Yes	[ ] No	(([]	<del>Don't</del> H. During	your ownership, has the
28			know))	property h	ad any wood destroying
29				organism or	pest infestation?
30	[ ] Yes	[ ] No	(([]-	Don't I. Is the atti	c insulated?
31			know))		
32	[ ] Yes	[ ] No	(([]-	Don't J. Is the bas	ement insulated?
33			know))		

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1				PLEASE PROVIDE ANY
2				RELEVANT STRUCTURAL
3				INFORMATION BELOW. ATTACH
4				ADDITIONAL SHEETS IF
5				NECESSARY.
6				
7				
8				
9				
10				
11				5. SYSTEMS AND FIXTURES
12				*A. If any of the following systems or
13				fixtures are included with the transfer,
14				are there any defects? If yes, please
15				explain.
16	[ ] Yes	[] No	(( <del>[]</del>	Electrical system, including
17			know))	wiring, switches, outlets, and
18				service
19	[ ] Yes	[] No	(( <del>[]</del>	Plumbing system, including
20			know))	pipes, faucets, fixtures, and
21				toilets
22	[ ] Yes	[] No	(( <del>[]</del>	Hot water tank
23			know))	
24	[ ] Yes	[] No	(( <del>[]</del>	Garbage disposal
25			know))	
26	[ ] Yes	[] No	(([]	Appliances
27			know))	
28	[ ] Yes	[] No	(([]	Sump pump
29			know))	
30	[ ] Yes	[ ] No	(([]	Heating and cooling systems
31			know))	
32	[] Yes	[] No	(( <del>[]</del>	Security system
33			know))	[] Owned [] Leased
34				Other
35				*B. If any of the following fixtures or
36				property is included with the transfer,
37				are they leased? (If yes, please attach
38				copy of lease.)

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1	[ ] Yes	[] No	(( <del>[ ] Don't</del>	Security system
2			know))	
3	[ ] Yes	[] No	(([ <del>] Don't</del>	Tanks (type):
4			know))	
5	[ ] Yes	[] No	(( <del>[]</del>	Satellite dish
6			know))	Other:
7				*C. Are any of the following kinds of
8				wood burning appliances present at
9				the property?
10	[ ] Yes	[] No	(( <del>[]</del>	(1) Woodstove?
11			know))	
12	[] Yes	[] No	(( <del>[]</del>	(2) Fireplace insert?
13			know))	
14	[ ] Yes	[ ] No	(([]	(3) Pellet stove?
15			know))	
16	[ ] Yes	[ ] No	(([]	(4) Fireplace?
17			know))	
18	[ ] Yes	[] No	(([]	If yes, are all of the (1)
19			know))	woodstoves or (2) fireplace
20				inserts certified by the U.S.
21				Environmental Protection
22				Agency as clean burning
23				appliances to improve air quality
24				and public health?
25	[ ] Yes	[] No	(([]	D. Is the property located within a
26			know))	city, county, or district or within a
27				department of natural resources fire
28				protection zone that provides fire
29				protection services?
30	[] Yes	[] No	(([]	E. Is the property equipped with
31			know))	carbon monoxide alarms?
32				(Note: Pursuant to RCW 19.27.530,
33				seller must equip the residence with
34				carbon monoxide alarms as required
35				by the state building code.)

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	1	[ ] Yes	[] No	(([ <del>] _ Don't</del>	F. Is the property equipped with
the property is not equipped with at least one smake detection device, at least one small be provided by the seller.)  8	2			know))	smoke detection devices?
Least one smoke detection device, at least one must be provided by the seller.)   Response	3				(Note: Pursuant to RCW 43.44.110, if
	4				the property is not equipped with at
Seller   S	5				least one smoke detection device, at
	6				least one must be provided by the
Second	7				seller.)
10	8	[ ] Yes	[] No	(([]	G. Does the property currently have
12	9			know))	internet service?
PLEASE PROVIDE ANY	10			(( <del>[]</del>	Provider
RELEVANT SYSTEMS AND	11			know))	
FIXTURES INFORMATION  15  16  17  18  19  20  21  22  33  4 SSOCIATION/COMMON  17  28  19  29  20  21  21  22  30  31  31  31  32  36  19  20  21  21  22  31  32  32  33  34  []Yes []No (([	12				PLEASE PROVIDE ANY
BELOW.ATTACH ADDITIONAL	13				RELEVANT SYSTEMS AND
SHEETS IF NECESSARY.	14				FIXTURES INFORMATION
17	15				BELOW. ATTACH ADDITIONAL
18	16				SHEETS IF NECESSARY.
19	17				
20 21 22 23 24 25 27 28 29 29 20 20 21 20 21 22 20 21 20 21 20 21 20 21 21 22 23 24 25 26 27 28 27 28 29 29 30 30 30 30 30 30 30 30 30 30 30 30 30	18				
22 6. HOMEOWNERS' 23 ASSOCIATION/COMMON 24 INTERESTS  25 [] Yes [] No (([	19				·····
22	20				<u></u>
ASSOCIATION/COMMON  24  25  []Yes []No (([-] Don't 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:  31  32  33  34  []Yes []No (([-] Don't B. Are there regular periodic know)) assessments:  \$\text{NSOCIATION/COMMON}\$  Association/Common  A. Is there a Homeowners' 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:  \$\text{SINON-COMMON}\$	21				·····
INTERESTS  []Yes []No (([-] Den't A. Is there a Homeowners' knew))  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:  []Yes []No (([-] Den't B. Are there regular periodic knew)) assessments:  []Year []Month[]Year	22				6. HOMEOWNERS'
[] Yes [] No (([-] Don't A. Is there a Homeowners' know))  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:  [] Yes [] No (([-] Don't B. Are there regular periodic know)) assessments:  [] Year [] No assessments:  [] Year [] Month [] Year	23				ASSOCIATION/COMMON
26 27 28 29 30 31 32 31 32 33 34 []Yes []No (([-] Don't B. Are there regular periodic know)) 31 32 35 36 36 38 39 48 []Yes []No (([-] Don't B. Are there regular periodic sassessments:  \$\frac{know}{n}}{n} \text{ assessments:}	24				INTERESTS
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:  []Yes []No (([-] Don't B. Are there regular periodic know)) assessments:  \$per[]Month[]Year	25	[] Yes	[] No	(([]	A. Is there a Homeowners'
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:  []Yes []No (([-] Don't agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:  []Yes []No (([-] Don't agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:  \$\text{available}: \text{Simper[]Month[]Year}	26			know))	Association? Name of Association and
agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:  31	27				contact information for an officer,
association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:  []Yes []No (([-] Don't B. Are there regular periodic know)) assessments:  \$per[]Month[]Year	28				director, employee, or other authorized
31       minutes, bylaws, fining policy, and         32       other information that is not publicly         33       available:         34       [] Yes       [] No       (([-] Don't)       B. Are there regular periodic         35       know))       assessments:         36       \$per[] Month[] Year	29				agent, if any, who may provide the
32       other information that is not publicly         33       available:         34       []Yes       []No       (([-] Don't)       B. Are there regular periodic         35       know))       assessments:         36       \$per[]Month[]Year	30				association's financial statements,
33 34 [] Yes [] No (([-] Don't B. Are there regular periodic know)) assessments:  \$ \frac{know}{}{} \] 36 \$ \frac{know}{}{} \] \$ \frac{1}{} \fr	31				minutes, bylaws, fining policy, and
34       [] Yes       [] No       (([-] Don't       B. Are there regular periodic         35       know))       assessments:       \$per[] Month[] Year	32				other information that is not publicly
35 know)) assessments: 36 \$per[]Month[]Year	33				available:
3 6 \$per[] Month[] Year	34	[ ] Yes	[] No	(([]	B. Are there regular periodic
	35			<del>know</del> ))	assessments:
37 [] Other	36				\$ per [ ] Month [ ] Year
	37				[] Other

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1	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*C. Are there any pending special
2			know))	assessments?
3	[ ] Yes	[ ] No	(( <del>[]</del>	*D. Are there any shared "common
4			know))	areas" or any joint maintenance
5				agreements (facilities such as walls,
6				fences, landscaping, pools, tennis
7				courts, walkways, or other areas co-
8				owned in undivided interest with
9				others)?
10				PLEASE PROVIDE ANY
11				RELEVANT HOMEOWNERS'
12				ASSOCIATION/COMMON
13				INTERESTS INFORMATION
14				BELOW. ATTACH ADDITIONAL
15				SHEETS IF NECESSARY.
16				
17				
18				
19				
20				
21				7. ENVIRONMENTAL
22	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*A. Have there been any flooding,
23			know))	standing water, or drainage problems
24				on the property that affect the property
25				or access to the property?
26	[ ] Yes	[ ] No	(( <del>[]</del>	*B. Does any part of the property
27			know))	contain fill dirt, waste, or other fill
28				material?
29	[] Yes	[ ] No	(( <del>[ ] Don't</del>	*C. Is there any material damage to
30			know))	the property from fire, wind, floods,
31				beach movements, earthquake,
32				expansive soils, or landslides?
33	[ ] Yes	[ ] No	(( <del>[]</del>	D. Are there any shorelines, wetlands,
34			know))	floodplains, or critical areas on the
35				property?

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1	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*E. Are there any substances,
2			know))	materials, or products in or on the
3				property that may be environmental
4				concerns, such as asbestos,
5				formaldehyde, radon gas, lead-based
6				paint, fuel or chemical storage tanks,
7				or contaminated soil or water?
8	[ ] Yes	[ ] No	(( <del>[]</del>	*F. Has the property been used for
9			know))	commercial or industrial purposes?
10	[ ] Yes	[] No	(( <del>[]</del>	*G. Is there any soil or groundwater
11			know))	contamination?
12	[] Yes	[ ] No	(([]	*H. Are there transmission poles or
13			know))	other electrical utility equipment
14				installed, maintained, or buried on the
15				property that do not provide utility
16				service to the structures on the
17				property?
18	[ ] Yes	[ ] No	(( <del>[]</del>	*I. Has the property been used as a
19			know))	legal or illegal dumping site?
20	[ ] Yes	[ ] No	(( <del>[]</del>	*J. Has the property been used as an
21			know))	illegal drug manufacturing site?
22	[] Yes	[] No	(( <del>[]</del>	*K. Are there any radio towers in the
23			know))	area that cause interference with
24				cellular telephone reception?
25	[] Yes	[] <u>No</u>		*L. Is there any damage to the
26				property from animals, including
27				urine, feces, or other waste; chewing
28				on wires or siding of main structure;
29				or digging?
30				PLEASE PROVIDE ANY
31				RELEVANT ENVIRONMENTAL
32				INFORMATION BELOW. ATTACH
33				ADDITIONAL SHEETS IF
34				NECESSARY.
35				
36				
37				
38				
39				

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1				8. MANUFACTURED AND
2				MOBILE HOMES
3				If the property includes a
4				manufactured or mobile home,
5	[ ] Yes	[] No	(( <del>[]</del>	*A. Did you make any alterations to
6			know))	the home? If yes, please describe the
7				alterations:
8	[ ] Yes	[] No	(( <del>[]</del>	*B. Did any previous owner make any
9			know))	alterations to the home?
10	[ ] Yes	[] No	(( <del>[]</del>	*C. If alterations were made, were
11			know))	permits or variances for these
12				alterations obtained?
13				PLEASE PROVIDE ANY
14				RELEVANT MANUFACTURED
15				AND MOBILE HOMES
16				INFORMATION BELOW. ATTACH
17				ADDITIONAL SHEETS IF
18				NECESSARY.
19				
20				
21				
22				
23				
24				9. FULL DISCLOSURE BY
25				SELLERS
26				A. Other conditions or defects:
27	[ ] Yes	[] No	(( <del>[]</del>	*Are there any other existing material
28			know))	defects affecting the property that a
29				prospective buyer should know about?
30				B. Verification:

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1	The foregoing answers and attached
2	explanations (if any) are complete and
3	correct to the best of my/our
4	knowledge and I/we have received a
5	copy hereof. I/we authorize all of
6	my/our real estate licensees, if any, to
7	deliver a copy of this disclosure
8	statement to other real estate licensees
9	and all prospective buyers of the
10	property.
11	DATE SELLER SELLER
12	NOTICE TO THE BUYER
13	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
14	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
15	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
16	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE
17	OF REGISTERED SEX OFFENDERS.
18	II. BUYER'S ACKNOWLEDGMENT
19	A. Buyer hereby acknowledges that: Buyer has a duty to pay
20	diligent attention to any material defects that are known to
21	Buyer or can be known to Buyer by utilizing diligent
22	attention and observation.
23	B. The disclosures set forth in this statement and in any
24	amendments to this statement are made only by the Seller
25	and not by any real estate licensee or other party.
26	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
27	real estate licensees are not liable for inaccurate
28	information provided by Seller, except to the extent that
29	real estate licensees know of such inaccurate information.
30	D. This information is for disclosure only and is not intended
31	to be a part of the written agreement between the Buyer
32	and Seller.
33	E. Buyer (which term includes all persons signing the
34	"Buyer's acceptance" portion of this disclosure statement
35	below) has received a copy of this Disclosure Statement
36	(including attachments, if any) bearing Seller's signature.

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- 1 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
- 2 SELLER ((BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE
- 3 TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT)). UNLESS BUYER AND
- 4 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
- 5 DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 6 STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED
- 7 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY
- 8 WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO
- 9 A SALE AGREEMENT.
- 10 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 11 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 12 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 13 PARTY.
- 15 (2) If the disclosure statement is being completed for new
- 16 construction which has never been occupied, the disclosure statement
- 17 is not required to contain and the seller is not required to complete
- 18 the questions listed in item 4. Structural or item 5. Systems and
- 19 Fixtures.
- 20 (3) The seller disclosure statement shall be for disclosure only,
- 21 and shall not be considered part of any written agreement between the
- 22 buyer and seller of residential property. The seller disclosure
- 23 statement shall be only a disclosure made by the seller, and not any
- 24 real estate licensee involved in the transaction, and shall not be
- 25 construed as a warranty of any kind by the seller or any real estate
- 26 licensee involved in the transaction.
- 27 **Sec. 2.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to
- 28 read as follows:
- 29 (1) In a transaction for the sale of commercial real estate, the
- 30 seller shall, unless the buyer has expressly waived the right to
- 31 receive the disclosure statement under RCW 64.06.010, or unless the
- 32 transfer is otherwise exempt under RCW 64.06.010, deliver to the
- 33 buyer a completed seller disclosure statement in the following format
- 34 and that contains, at a minimum, the following information:
- 35 INSTRUCTIONS TO THE SELLER
- 36 Please complete the following form. Do not leave any spaces blank. If
- 37 the question clearly does not apply to the property write "NA." If
- 38 the answer is "yes" to any \* items, please explain on attached

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

36 I. SELLER'S DISCLOSURES:

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1	*Please	provide anv	relevant information	n for each category in the space provided.			
2	If you answer "Yes" to a question with an asterisk (*), please explain your answer						
3	and attac	and attach documents, if available and not otherwise publicly recorded. If					
4	necessar	necessary, use an attached sheet.					
5				1. TITLE AND LEGAL			
6	[] Yes	[ ] No	(( <del>[ ] Don't</del>	A. Do you have legal authority to sell			
7			know))	the property? If no, please explain.			
8	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*B. Is title to the property subject to any			
9			know))	of the following?			
10				(1) First right of refusal			
11				(2) Option			
12				(3) Lease or rental agreement			
13				(4) Life estate?			
14	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*C. Are there any encroachments,			
15			know))	boundary agreements, or boundary			
16				disputes?			
17	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*D. Is there any leased parking?			
18			know))				
19	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*E. Is there a private road or easement			
20			know))	agreement for access to the property?			
21	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*F. Are there any rights-of-way,			
22			know))	easements, shared use agreements, or			
23				access limitations?			
24	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*G. Are there any written agreements			
25			know))	for joint maintenance of an easement or			
26				right-of-way?			
27	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*H. Are there any zoning violations or			
28			know))	nonconforming uses?			
29	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*I. Is there a survey for the property?			
30			know))				
31	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*J. Are there any legal actions pending			
32			know))	or threatened that affect the property?			
33	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*K. Is the property in compliance with			
34			know))	the Americans with Disabilities Act?			

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1				PLEASE PROVIDE ANY RELEVANT
2				TITLE INFORMATION BELOW.
3				ATTACH ADDITIONAL SHEETS IF
4				NECESSARY.
5				<u></u>
6				<u></u>
7				<u></u>
8				<u></u>
9				<u></u>
10				2. WATER
11	[] Yes	[ ] No	(( <del>[-] Don't</del>	*Are there any water rights for the
12			know))	property, such as a water right permit,
13				certificate, or claim?
14				PLEASE PROVIDE ANY RELEVANT
15				WATER INFORMATION BELOW.
16				ATTACH ADDITIONAL SHEETS IF
17				NECESSARY.
18				<u></u>
19				<u></u>
20				
21				
22				
23				3. SEWER/ON-SITE SEWAGE
24				SYSTEM
25	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*Is the property subject to any sewage
26			know))	system fees or charges in addition to
27				those covered in your regularly billed
28				sewer or on-site sewage system
29				maintenance service?

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1				PLEASE PROVIDE ANY RELEVANT
2				SEWER/ON-SITE SEWAGE SYSTEM
3				INFORMATION BELOW. ATTACH
4				ADDITIONAL SHEETS IF
5				NECESSARY.
6				
7				
8				
9				
10				
11				4. STRUCTURAL
12	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*A. Has the roof leaked within the last
13			know))	five years?
14	[] Yes	[] No	(( <del>[ ] Don't</del>	*B. Has any occupied subsurface
15			know))	flooded or leaked within the last five
16				years?
17	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*C. Have there been any conversions,
18			know))	additions, or remodeling?
19	[] Yes	[] No	(( <del>[ ] Don't</del>	*(1) If yes, were all building
20			know))	permits obtained?
21	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*(2) If yes, were all final
22			know))	inspections obtained?
23	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*D. Has there been any settling,
24			know))	slippage, or sliding of the property or its
25				improvements?
26	[] Yes	[] No	(( <del>[ ] Don't</del>	*E. Are there any defects with the
27			know))	following: (If yes, please check
28				applicable items and explain.)
29		□ Found	lations	□ Slab Floors
30		□ Doors		□ Outbuildings
31		□ Ceilin	gs	□ Exterior Walls
32		□ Sidew	alks	□ Siding
33		□ Other		
34		□ Interio	or Walls	
35				
20		□ Windo	ows.	

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1					PLEASE PROVIDE ANY RELEVANT
2					STRUCTURAL INFORMATION
3					BELOW. ATTACH ADDITIONAL
4					SHEETS IF NECESSARY.
5					·····
6					
7					·····
8					
9					
10					5. SYSTEMS AND FIXTURES
11		[ ] Yes	[] No	(( <del>[ ] Don't</del>	*Are there any defects in the following
12				know))	systems? If yes, please explain.
13		[] Yes	[] No	(( <del>[ ] Don't</del>	(1) Electrical system
14				know))	
15		[ ] Yes	[] No	(( <del>[ ] Don't</del>	(2) Plumbing system
16				know))	
17		[ ] Yes	[] No	(( <del>[-] Don't</del>	(3) Heating and cooling systems
18				know))	
19		[ ] Yes	[] No	(( <del>[-] Don't</del>	(4) Fire and security system
20				<del>know</del> ))	
21		[ ] Yes	[] No	(( <del>[ ] Don't</del>	(5) Carbon monoxide alarms
22				know))	
23					PLEASE PROVIDE ANY RELEVANT
24					SYSTEMS AND FIXTURES
25					INFORMATION BELOW. ATTACH
26					ADDITIONAL SHEETS IF
27					NECESSARY.
28					<u></u>
29					<u></u>
30					·····
31					
32					
33					6. ENVIRONMENTAL
34		[ ] Yes	[] No	(( <del>[ ] Don't</del>	*A. Have there been any flooding,
35				know))	standing water, or drainage problems on
36					the property that affect the property or
37					access to the property?

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1	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*B. Is there any material damage to the
2			know))	property from fire, wind, floods, beach
3				movements, earthquake, expansive
4				soils, or landslides?
5	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*C. Are there any shorelines, wetlands,
6			know))	floodplains, or critical areas on the
7				property?
8	[ ] Yes	[] No	(( <del>[-] Don't</del>	*D. Are there any substances, materials,
9			know))	or products in or on the property that
10				may be environmental concerns, such
11				as asbestos, formaldehyde, radon gas,
12				lead-based paint, fuel or chemical
13				storage tanks, or contaminated soil or
14				water?
15	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*E. Is there any soil or groundwater
16			know))	contamination?
17	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*F. Has the property been used as a
18			know))	legal or illegal dumping site?
19	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*G. Has the property been used as an
20			know))	illegal drug manufacturing site?
21	[] Yes	[] <u>No</u>		*H. Is there any damage to the property
22				from animals, including urine, feces, or
23				other waste; chewing on wires or siding
24				of main structure; or digging?
25				PLEASE PROVIDE ANY RELEVANT
26				ENVIRONMENTAL INFORMATION
27				BELOW. ATTACH ADDITIONAL
28				SHEETS IF NECESSARY.
29				<u></u>
30				
31				
32				·····
33				
34				7. FULL DISCLOSURE BY
35				SELLERS
36				A. Other conditions or defects:

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1	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*Are there any other existing material
2			know))	defects affecting the property that a
3				prospective buyer should know about?
4				B. Verification:
5				The foregoing answers and attached
6				explanations (if any) are complete and
7				correct to the best of my/our knowledge
8				and I/we have received a copy hereof.
9				I/we authorize all of my/our real estate
10				licensees, if any, to deliver a copy of
11				this disclosure statement to other real
12				estate licensees and all prospective
13				buyers of the property.
L 4	DATE		SELLER	SELLER
15			NOTICE 7	TO BUYER
16	INFORM	IATION RI	EGARDING REGI	STERED SEX OFFENDERS MAY BE
17	OBTAIN	ED FROM	M LOCAL LAW	ENFORCEMENT AGENCIES. THIS
18	NOTICE	IS INTEN	DED ONLY TO IN	FORM YOU OF WHERE TO OBTAIN
L 9	THIS IN	FORMATIO	ON AND IS NOT	AN INDICATION OF THE PRESENCE
20	OF REGI	ISTERED S	SEX OFFENDERS.	
21		II. BUYE	ER'S ACKNOWLE	EDGMENT
22		A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
23			diligent attention t	o any material defects that are known to
24			Buyer or can be ki	nown to Buyer by utilizing diligent
25			attention and obse	rvation.
26		B.	The disclosures se	et forth in this statement and in any
27			amendments to thi	is statement are made only by the Seller
28			and not by any rea	l estate licensee or other party.
29		C.	Buyer acknowledg	ges that, pursuant to RCW 64.06.050(2),
30			real estate licensee	es are not liable for inaccurate information
31			provided by Seller	except to the extent that real estate
32			licensees know of	such inaccurate information.
33		D.	This information is	s for disclosure only and is not intended
34			to be a part of the	written agreement between the Buyer and
2 5			Callar	

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1	E.	Buyer (which term includes all persons signing the "Buyer's
2		acceptance" portion of this disclosure statement below) has
3		received a copy of this Disclosure Statement (including
4		attachments, if any) bearing Seller's signature.

- 5 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
- 6 SELLER ((BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE
- 7 TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT)). UNLESS BUYER AND
- 8 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
- 9 DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 10 STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED
- 11 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY
- 12 WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO
- 13 A SALE AGREEMENT.
- 14 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 15 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 16 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 17 PARTY.
- 19 (2) The seller disclosure statement shall be for disclosure only,
- 20 and shall not be considered part of any written agreement between the
- 21 buyer and seller of residential property. The seller disclosure
- 22 statement shall be only a disclosure made by the seller, and not any
- 23 real estate licensee involved in the transaction, and shall not be
- 24 construed as a warranty of any kind by the seller or any real estate
- 25 licensee involved in the transaction.
- 26 **Sec. 3.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to 27 read as follows:
- 28 (1) In a transaction for the sale of unimproved residential real
- 29 property, the seller shall, unless the buyer has expressly waived the
- 30 right to receive the disclosure statement under RCW 64.06.010, or
- 31 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
- 32 to the buyer a completed seller disclosure statement in the following
- 33 format and that contains, at a minimum, the following information:
- 34 INSTRUCTIONS TO THE SELLER
- 35 Please complete the following form. Do not leave any spaces blank. If
- 36 the question clearly does not apply to the property write "NA." If
- 37 the answer is "yes" to any  $\star$  items, please explain on attached

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

36 I. SELLER'S DISCLOSURES:

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

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1				PLEASE PROVIDE ANY
2				RELEVANT TITLE INFORMATION
3				BELOW. ATTACH ADDITIONAL
4				SHEETS IF NECESSARY.
5				
6				·····
7				<u></u>
8				·····
9				
10				2. WATER
11				A. Household Water
12	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	(1) Does the property have potable
13			know))	water supply?
14				(2) If yes, the source of water for the
15				property is:
16				[] Private or publicly owned water
17				system
18				[] Private well serving only the
19				property
20				*[] Other water system
21	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*If shared, are there any written
22			know))	agreements?
23	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*(3) Is there an easement (recorded or
24			know))	unrecorded) for access to and/or
25				maintenance of the water source?
26	[] Yes	[] No	(( <del>[ ] Don't</del>	*(4) Are there any problems or repairs
27			know))	needed?
28	[] Yes	[] No	(( <del>[ ] Don't</del>	(5) Is there a connection or hook-up
29			know))	charge payable before the property can
30				be connected to the water main?
31	[ ] Yes	[] No	(( <del>[ ] Don't</del>	(6) Have you obtained a certificate of
32			know))	water availability from the water
33			**	water availability from the water
33			,,	purveyor serving the property? (If yes,
34			"	•
	[ ] Yes	[ ] No	(( <del>[] Don't</del>	purveyor serving the property? (If yes,
34	[]Yes	[] No		purveyor serving the property? (If yes, please attach a copy.)
<ul><li>34</li><li>35</li></ul>	[] Yes	[] No	(( <del>[-] Don't</del>	purveyor serving the property? (If yes, please attach a copy.)  (7) Is there a water right permit,

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

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1					PLEASE PROVIDE ANY
2					RELEVANT WATER INFORMATION
3					BELOW. ATTACH ADDITIONAL
4					SHEETS IF NECESSARY.
5					
6					<u></u>
7					·····
8					·····
9					
10					3. SEWER/SEPTIC SYSTEM
11					A. The property is served by:
12					[] Public sewer system
13					[] On-site sewage system (including
14					pipes, tanks, drainfields, and all other
15					component parts)
16					[] Other disposal system, please
17					describe:
18					
19		[] Yes	[ ] No	(( <del>[-] Don't</del>	B. Is the property subject to any sewage
20				know))	system fees or charges in addition to
21					those covered in your regularly billed
22					sewer or on-site sewage system
23					maintenance service?
24					C. If the property is connected to an on-
25					site sewage system:
26		[] Yes	[ ] No	(( <del>[-] Don't</del>	*(1) Was a permit issued for its
27				know))	construction?
28		[] Yes	[ ] No	(( <del>[ ] Don't</del>	*(2) Was it approved by the local
29				know))	health department or district following
30					its construction?
31		[] Yes	[ ] No	(( <del>[ ] Don't</del>	(3) Is the septic system a pressurized
32				know))	system?
33		[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	(4) Is the septic system a gravity
34				know))	system?
35		[] Yes	[ ] No	(( <del>[-] Don't</del>	*(5) Have there been any changes or
36				know))	repairs to the on-site sewage system?

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1	[ ] Yes	[] No	(( <del>[ ] Don't</del>	(6) Is the on-site sewage system,
2			know))	including the drainfield, located
3				entirely within the boundaries of the
4				property? If no, please explain:
5				
6	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*(7) Does the on-site sewage system
7			know))	require monitoring and maintenance
8				services more frequently than once a
9				year?
10				
11				PLEASE PROVIDE ANY
12				RELEVANT SEWER/SEPTIC
13				SYSTEM INFORMATION BELOW.
14				ATTACH ADDITIONAL SHEETS IF
15				NECESSARY.
16				
17				
18				<u></u>
19				
20				
21				4. ELECTRICAL/GAS
22	[ ] Yes	[] No	(( <del>[ ] Don't</del>	A. Is the property served by natural
23			know))	gas?
24	[ ] Yes	[] No	(( <del>[ ] Don't</del>	B. Is there a connection charge for gas?
25			know))	
26	[] Yes	[ ] No	(( <del>[ ] Don't</del>	C. Is the property served by electricity?
27			know))	
28	[ ] Yes	[] No	(( <del>[ ] Don't</del>	D. Is there a connection charge for
29			know))	electricity?
30	[ ] Yes	[] No	(( <del>[-] Don't</del>	*E. Are there any electrical problems
31			know))	on the property?
32				

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1				PLEASE PROVIDE ANY
2				RELEVANT ELECTRIC/GAS
3				SYSTEM INFORMATION BELOW.
4				ATTACH ADDITIONAL SHEETS IF
5				NECESSARY.
6				·····
7				·····
8				
9				
10				
11				
				5. FLOODING
12	[ ] Yes	[] No	(([-] Don't	A. Is the property located in a
13			know))	government designated flood zone or
14				floodplain?
15				PLEASE PROVIDE ANY
16				RELEVANT FLOODING
17				INFORMATION BELOW. ATTACH
18				ADDITIONAL SHEETS IF
19				NECESSARY.
20				
21				
22				
23				
24				
25				
				6. SOIL STABILITY
26	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*A. Are there any settlement, earth
27			know))	movement, slides, or similar soil
28				problems on the property?
29				

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1				PLEASE PROVIDE ANY
2				RELEVANT SOIL STABILITY
3				INFORMATION BELOW. ATTACH
4				ADDITIONAL SHEETS IF
5				NECESSARY.
6				
7				
8				<u></u>
9				
10				<u></u>
11				7. ENVIRONMENTAL
12	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*A. Have there been any flooding,
13			know))	standing water, or drainage problems
14				on the property that affect the property
15				or access to the property?
16	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*B. Does any part of the property
17			know))	contain fill dirt, waste, or other fill
18				material?
19	[ ] Yes	[] No	(( <del>[-] Don't</del>	*C. Is there any material damage to the
20			know))	property from fire, wind, floods, beach
21				movements, earthquake, expansive
22				soils, or landslides?
23	[ ] Yes	[] No	(( <del>[-] Don't</del>	D. Are there any shorelines, wetlands,
24			know))	floodplains, or critical areas on the
25				property?
26	[ ] Yes	[] No	(( <del>[ ] Don't</del>	*E. Are there any substances, materials,
27			know))	or products in or on the property that
28				may be environmental concerns, such
29				as asbestos, formaldehyde, radon gas,
30				lead-based paint, fuel or chemical
31				storage tanks, or contaminated soil or
32				water?
33	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*F. Has the property been used for
34			know))	commercial or industrial purposes?
35	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*G. Is there any soil or groundwater
36			know))	contamination?

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1	[ ] Yes	[ ] No	(( <del>[-] Don't</del>	*H. Are there transmission poles or
2			know))	other electrical utility equipment
3				installed, maintained, or buried on the
4				property that do not provide utility
5				service to the structures on the
6				property?
7	[ ] Yes	[ ] No	(( <del>[-] Don't</del>	*I. Has the property been used as a
8			know))	legal or illegal dumping site?
9	[ ] Yes	[] No	(( <del>[-] Don't</del>	*J. Has the property been used as an
10			know))	illegal drug manufacturing site?
11	[] Yes	[ ] No	(( <del>[ ] Don't</del>	*K. Are there any radio towers that
12			know))	cause interference with cellular
13				telephone reception?
14	[] Yes	[] <u>No</u>		*L. Is there any damage to the property
15				from animals, including digging or
16				urine, feces, or other waste?
17				PLEASE PROVIDE ANY
18				RELEVANT ENVIRONMENTAL
19				INFORMATION BELOW. ATTACH
20				ADDITIONAL SHEETS IF
21				NECESSARY.
22				<u></u>
23				
24				
25				
26				<u></u>
27				8. HOMEOWNERS'
28				ASSOCIATION/COMMON
29				INTERESTS
30	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	A. Is there a homeowners' association?
31			know))	Name of association and contact
32				information for an officer, director,
33				employee, or other authorized agent, if
34				any, who may provide the association's
35				financial statements, minutes, bylaws,
36				fining policy, and other information
37				that is not publicly available:
38				

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1	[] Yes	[] No	(( <del>[ ] Don't</del>	B. Are there regular periodic
2			know))	assessments:
3				\$ per [ ] Month [ ] Year
4				[] Other
5	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*C. Are there any pending special
6			know))	assessments?
7	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*D. Are there any shared "common
8			know))	areas" or any joint maintenance
9				agreements (facilities such as walls,
10				fences, landscaping, pools, tennis
11				courts, walkways, or other areas co-
12				owned in undivided interest with
13				others)?
14				PLEASE PROVIDE ANY
15				RELEVANT HOMEOWNERS'
16				ASSOCIATION/COMMON
17				INTERESTS INFORMATION
18				BELOW. ATTACH ADDITIONAL
19				SHEETS IF NECESSARY.
20				
21				
22				<u></u>
23				
24				·····
25				9. OTHER FACTS
26	[ ] Yes	[] No	(([] Don't	*A. Are there any disagreements,
27			know))	disputes, encroachments, or legal
28				actions concerning the property?
29				
30	[] Yes	[] No	(( <del>[ ] Don't</del>	*B. Does the property have any plants
31			<del>know</del> ))	or wildlife that are designated as
32				species of concern, or listed as
33				threatened or endangered by the
34				government?
35	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*C. Is the property classified or
36			know))	designated as forestland or open space?
37				

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1	[] Yes	[ ] No	(( <del>[ ] Don't</del>	D. Do you have a forest management
2	[] 100	[]1.0	know))	plan? If yes, attach.
	F 3 X7	F.1.3.7		
3	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	*E. Have any development-related
4			know))	permit applications been submitted to
5				any government agencies?
6				
7				If the answer to E is "yes," what is the
8				status or outcome of those
9				applications?
10				
11	[ ] Yes	[ ] No	(( <del>[ ] Don't</del>	F. Is the property located within a city,
12			know))	county, or district or within a
13				department of natural resources fire
14				protection zone that provides fire
15				protection services?
16				
17				PLEASE PROVIDE ANY OTHER
18				RELEVANT INFORMATION
19				BELOW. ATTACH ADDITIONAL
20				SHEETS IF NECESSARY.
21				
22				<u></u>
23				
24				<u></u>
25				
26				10. FULL DISCLOSURE BY
27				SELLERS
28				A. Other conditions or defects:
29	[] Yes	[] No	(( <del>[ ] Don't</del>	*Are there any other existing material
30			know))	defects affecting the property that a
31				prospective buyer should know about?
32				B. Verification:

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1	The foregoing answers and attached
2	explanations (if any) are complete and
3	correct to the best of my/our knowledge
4	and I/we have received a copy hereof.
5	I/we authorize all of my/our real estate
6	licensees, if any, to deliver a copy of
7	this disclosure statement to other real
8	estate licensees and all prospective
9	buyers of the property.
10	DATE SELLER SELLER
11	NOTICE TO BUYER
12	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
13	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
14	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
15	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE
16	OF REGISTERED SEX OFFENDERS.
17	II. BUYER'S ACKNOWLEDGMENT
18	A. Buyer hereby acknowledges that: Buyer has a duty to pay
19	diligent attention to any material defects that are known to
20	Buyer or can be known to Buyer by utilizing diligent
21	attention and observation.
22	B. The disclosures set forth in this statement and in any
23	amendments to this statement are made only by the Seller
24	and not by any real estate licensee or other party.
25	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
26	real estate licensees are not liable for inaccurate
27	information provided by Seller, except to the extent that
28	real estate licensees know of such inaccurate information.
29	D. This information is for disclosure only and is not intended
30	to be a part of the written agreement between the Buyer and
31	Seller.
32	E. Buyer (which term includes all persons signing the
33	"Buyer's acceptance" portion of this disclosure statement
34	below) has received a copy of this Disclosure Statement
35	(including attachments, if any) bearing Seller's signature.

36

3738

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

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- 1 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
- 2 DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 3 STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED
- 4 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY
- 5 WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO
- 6 A SALE AGREEMENT.
- 7 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 8 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 9 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 10 PARTY.
- 12 (2) The seller disclosure statement shall be for disclosure only,
- 13 and shall not be considered part of any written agreement between the
- 14 buyer and seller of residential property. The seller disclosure
- 15 statement shall be only a disclosure made by the seller, and not any
- 16 real estate licensee involved in the transaction, and shall not be
- 17 construed as a warranty of any kind by the seller or any real estate
- 18 licensee involved in the transaction.
- 19 **Sec. 4.** RCW 64.06.050 and 2010 c 64 s 6 are each amended to read 20 as follows:
- 21 (1) The seller ((shall not be)) is liable for any error,
- 22 inaccuracy, or omission in the real property transfer disclosure
- 23 statement ((if the seller had no actual knowledge of the error,
- 24 inaccuracy, or omission)). Unless the seller has actual knowledge of
- 25 an error, inaccuracy, or omission in a real property transfer
- 26 disclosure statement, the seller shall not be liable for such error,
- 27 inaccuracy, or omission if the disclosure was based on information
- 28 provided by public agencies, or by other persons providing
- 29 information within the scope of their professional license or
- 30 expertise, including, but not limited to, a report or opinion
- 31 delivered by a land surveyor, title company, title insurance company,
- 32 structural inspector, pest inspector, licensed engineer, or
- 33 contractor.
- 34 (2) Any real estate licensee involved in a real property 35 transaction is not liable for any error, inaccuracy, or omission in
- 36 the real property transfer disclosure statement if the licensee had
- 37 no actual knowledge of the error, inaccuracy, or omission. Unless the
- 38 licensee has actual knowledge of an error, inaccuracy, or omission in

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1 a real property transfer disclosure statement, the licensee shall not be liable for such error, inaccuracy, or omission if the disclosure 2 was based on information provided by public agencies, or by other 3 persons providing information within the scope of their professional 4 license or expertise, including, but not limited to, a report or 5 6 opinion delivered by a land surveyor, title company, title insurance company, structural inspector, pest inspector, licensed engineer, or 7 8 contractor.

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