

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6000

Chapter 130, Laws of 2009

61st Legislature
2009 Regular Session

REAL ESTATE--SELLER DISCLOSURE--HOMEOWNERS' ASSOCIATIONS

EFFECTIVE DATE: 07/26/09

Passed by the Senate March 12, 2009
YEAS 47 NAYS 0

BRAD OWEN

President of the Senate

Passed by the House April 7, 2009
YEAS 98 NAYS 0

FRANK CHOPP

Speaker of the House of Representatives

Approved April 17, 2009, 3:31 p.m.

CHRISTINE GREGOIRE

Governor of the State of Washington

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6000** as passed by the Senate and the House of Representatives on the dates hereon set forth.

THOMAS HOEMANN

Secretary

FILED

April 20, 2009

**Secretary of State
State of Washington**

SUBSTITUTE SENATE BILL 6000

Passed Legislature - 2009 Regular Session

State of Washington 61st Legislature 2009 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Fraser, Benton, Tom, and Roach)

READ FIRST TIME 02/25/09.

1 AN ACT Relating to real estate disclosure requirements regarding
2 homeowners' associations; and amending RCW 64.06.015, 64.06.020, and
3 64.06.040.

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

5 **Sec. 1.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read
6 as follows:

7 (1) In a transaction for the sale of unimproved 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 to
11 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 the
16 answer is "yes" to any * items, please explain on attached sheets.
17 Please refer to the line number(s) of the question(s) when you provide
18 your explanation(s). For your protection you must date and sign each

1 page of this disclosure statement and each attachment. Delivery of the
2 disclosure statement must occur not later than five business days,
3 unless otherwise agreed, after mutual acceptance of a written contract
4 to purchase between a buyer and a seller.

5 NOTICE TO THE BUYER

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

9 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
10 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
11 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
12 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
13 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
14 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
15 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
16 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
17 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
18 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

23 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
24 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
25 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
26 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
27 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
28 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
29 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
30 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
31 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
32 WARRANTIES.

33 Seller is/ is not occupying the property.

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

4 **1. TITLE**

- 5 Yes No Don't know A. Do you have legal authority to sell
6 the property? If no, please explain.
- 7 Yes No Don't know *B. Is title to the property subject to
8 any of the following?
9 (1) First right of refusal
10 (2) Option
11 (3) Lease or rental agreement
12 (4) Life estate?
- 13 Yes No Don't know *C. Are there any encroachments,
14 boundary agreements, or boundary
15 disputes?
- 16 Yes No Don't know *D. Is there a private road or easement
17 agreement for access to the property?
- 18 Yes No Don't know *E. Are there any rights-of-way,
19 easements, or access limitations that
20 may affect the Buyer's use of the
21 property?
- 22 Yes No Don't know *F. Are there any written agreements
23 for joint maintenance of an easement or
24 right-of-way?
- 25 Yes No Don't know *G. Is there any study, survey project,
26 or notice that would adversely affect the
27 property?
- 28 Yes No Don't know *H. Are there any pending or existing
29 assessments against the property?
- 30 Yes No Don't know *I. Are there any zoning violations,
31 nonconforming uses, or any unusual
32 restrictions on the property that would
33 affect future construction or
34 remodeling?
- 35 Yes No Don't know *J. Is there a boundary survey for the
36 property?
- 37 Yes No Don't know *K. Are there any covenants,
38 conditions, or restrictions which affect
39 the property?

40 **2. WATER**

- 41 A. Household Water
- 42 Yes No Don't know (1) Does the property have potable
43 water supply?
44 (2) If yes, the source of water for the
45 property is:

1 Private or publicly owned water
2 system
3 Private well serving only the
4 property
5 Other water system
6 Yes No Don't know *If shared, are there any written
7 agreements?
8 Yes No Don't know *(3) Is there an easement (recorded or
9 unrecorded) for access to and/or
10 maintenance of the water source?
11 Yes No Don't know *(4) Are there any known problems or
12 repairs needed?
13 Yes No Don't know (5) Is there a connection or hook-up
14 charge payable before the property can
15 be connected to the water main?
16 Yes No Don't know (6) Have you obtained a certificate of
17 water availability from the water
18 purveyor serving the property? (If yes,
19 please attach a copy.)
20 Yes No Don't know (7) Is there a water right permit,
21 certificate, or claim associated with
22 household water supply for the
23 property? (If yes, please attach a copy.)
24 Yes No Don't know (a) If yes, has the water right permit,
25 certificate, or claim been assigned,
26 transferred, or changed?
27 (b) If yes, has all or any portion of the
28 water right not been used for five or
29 more successive years? (If yes, please
30 explain.)
31
32 Yes No Don't know (c) If no or don't know, is the water
33 withdrawn from the water source less
34 than 5,000 gallons a day?
35 Yes No Don't know *(8) Are there any defects in the
36 operation of the water system (e.g.,
37 pipes, tank, pump, etc.)?
38 **B. Irrigation Water**
39 Yes No Don't know (1) Are there any irrigation water rights
40 for the property, such as a water right
41 permit, certificate, or claim? (If yes,
42 please attach a copy.)
43 Yes No Don't know (a) If yes, has all or any portion of the
44 water right not been used for five or
45 more successive years?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
2				
3				
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property:
5				.....
6				
7				
8				
9				
10				C. Outdoor Sprinkler System
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
12				
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
16				
17				
18				3. SEWER/SEPTIC SYSTEM
19				A. The property is served by:
20				<input type="checkbox"/> Public sewer system
21				<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
22				<input type="checkbox"/> Other disposal system, please describe:
23				.....
24				
25				
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
27				
28				
29				
30				
31				C. If the property is connected to an on-site sewage system:
32				
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(1) Was a permit issued for its construction?
34				
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Was it approved by the local health department or district following its construction?
36				
37				
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized system?
39				
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity system?
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Have there been any changes or repairs to the on-site sewage system?
43				
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?
45				If no, please explain:
46				
47				

1				.....
2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Does the on-site sewage system
3				require monitoring and maintenance
4				services more frequently than once a
5				year? If yes, please explain:
6				.....
7				4. ELECTRICAL/GAS
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is the property served by natural
9				gas?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is there a connection charge for gas?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property served by electricity?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is there a connection charge for
13				electricity?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	E. Are there any electrical problems on
15				the property? If yes, please explain:
16				.....
17				5. FLOODING
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any flooding, standing
19				water, or drainage problems on the
20				property or affecting access to the
21				property? If yes, please explain:
22				.....
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property located in a
24				government designated flood zone or
25				floodplain?
26				6. SOIL STABILITY
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any settlement, earth
28				movement, slides, or similar soil
29				problems on the property? If yes,
30				please explain:
31				.....
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Does any part of the property
33				contain fill dirt, waste, or other fill
34				material? If yes, please explain:
35				.....
36				7. ENVIRONMENTAL
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage
38				problems on the property?
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill
40				material?
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the
42				property from fire, wind, floods, beach
43				movements, earthquake, expansive
44				soils, or landslides?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
2				
3				
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
5				
6				
7				
8				
9				
10				
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for commercial or industrial purposes?
12				
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater contamination?
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?
16				
17				
18				
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a legal or illegal dumping site?
20				
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an illegal drug manufacturing site?
22				
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the area that may cause interference with telephone reception?
24				
25				
26				
27				
28				8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a homeowners' association? Name of association <u>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:</u>
30				.....
31				
32				
33				
34				
35				
36				
37				
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic assessments:
39				\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
40				<input type="checkbox"/> Other
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special assessments?
43				

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 NOTICE
14 IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
15 INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
16 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 information
27 provided by Seller, except to the extent that real estate
28 licensees know of such inaccurate information.
- 29 D. This information is for disclosure only and is not intended to
30 be a part of the written agreement between the Buyer and
31 Seller.
- 32 E. Buyer (which term includes all persons signing the "Buyer's
33 acceptance" portion of this disclosure statement below) has
34 received a copy of this Disclosure Statement (including
35 attachments, if any) bearing Seller's signature.

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

1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
2 AGREEMENT.

3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
6 DATE BUYER BUYER

7 (2) The seller disclosure statement shall be for disclosure only,
8 and shall not be considered part of any written agreement between the
9 buyer and seller of residential property. The seller disclosure
10 statement shall be only a disclosure made by the seller, and not any
11 real estate licensee involved in the transaction, and shall not be
12 construed as a warranty of any kind by the seller or any real estate
13 licensee involved in the transaction.

14 **Sec. 2.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
15 as follows:

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

22 INSTRUCTIONS TO THE SELLER

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

32 NOTICE TO THE BUYER

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

36 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR

1 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
2 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
3 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
4 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
5 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
6 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
7 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
8 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
9 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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14 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
15 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
16 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
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18 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
19 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
20 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
21 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
22 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
23 WARRANTIES.

24 Seller is/ is not occupying the property.

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37

I. SELLER'S DISCLOSURES:

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

1. TITLE

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

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

- (1) First right of refusal
- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?
2							
3							
4	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*D. Is there a private road or easement agreement for access to the property?
5							
6	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
7							
8							
9							
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
11							
12							
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
14							
15							
16	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing assessments against the property?
17							
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
19							
20							
21							
22							
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the property?
24							
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants, conditions, or restrictions which affect the property?
26							
27							
28							

2. WATER

A. Household Water

(1) The source of water for the property is:

Private or publicly owned water system

Private well serving only the subject property

* Other water system

Yes No Don't know *If shared, are there any written agreements?

Yes No Don't know *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes No Don't know *(3) Are there any known problems or repairs needed?

Yes No Don't know (4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Are there any water treatment systems for the property? If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
2				
3				
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?
5				
6				
7				
8				
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
10				(b) If yes, has all or any portion of the water right not been used for five or more successive years? (If yes, please explain.)
11				
12				.....
13				
14				
15				
16				
17				B. Irrigation Water
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?
19				
20				
21				
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (a) If yes, has all or any portion of the water right not been used for five or more successive years?
23				
24				
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (b) If so, is the certificate available? (If yes, please attach a copy.)
26				
27				
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
29				If so, explain:
30				
31				.....
32				
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
34				
35				
36				
37				
38				
39				.....
40				C. Outdoor Sprinkler System
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
42				
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system?
44				
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) If yes, is the sprinkler system connected to irrigation water?
46				

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3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system,
- On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
- Other disposal system, please describe:
.....

Yes No Don't know

B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
.....

Yes No Don't know

C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

Yes No Don't know

D. If the property is connected to an on-site sewage system:

*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped:
.....

Yes No Don't know

*(3) Are there any defects in the operation of the on-site sewage system?

Don't know

(4) When was it last inspected?
.....

By whom:

Don't know

(5) For how many bedrooms was the on-site sewage system approved?
..... bedrooms

Yes No Don't know

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

Yes No Don't know

*F. Have there been any changes or repairs to the on-site sewage system?

1 Yes No Don't know

2

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4 Yes No Don't know

5 Yes No Don't know

6

H. During your ownership, has the property had any wood destroying organism or pest infestation?

I. Is the attic insulated?

J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

11 Yes No Don't know

12

13

14 Yes No Don't know

15

16 Yes No Don't know

17 Yes No Don't know

18 Yes No Don't know

19 Yes No Don't know

20 Yes No Don't know

21 Yes No Don't know

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Electrical system, including wiring, switches, outlets, and service

Plumbing system, including pipes, faucets, fixtures, and toilets

Hot water tank

Garbage disposal

Appliances

Sump pump

Heating and cooling systems

Security system

Owned Leased

Other

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

28 Yes No Don't know

29 Yes No Don't know

30 Yes No Don't know

31

32

Security system

Tanks (type):

Satellite dish

Other:

6. HOMEOWNERS' ASSOCIATION/Common INTERESTS

35 Yes No Don't know

36

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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:
.....

45 Yes No Don't know

46

B. Are there regular periodic assessments:

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

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If the property includes a manufactured or mobile home,

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

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

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

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

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

B. Verification:

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

DATE SELLER SELLER

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

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- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

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

17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
 18 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
 19 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
 20 DATE BUYER BUYER

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

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

33 **Sec. 3.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read
 34 as follows:

35 (1) If, after the date that a seller of residential real property
 36 completes a real property transfer disclosure statement, the seller
 37 becomes aware of additional information, or an adverse change occurs

1 which makes any of the disclosures made inaccurate, the seller shall
2 amend the real property transfer disclosure statement, and deliver the
3 amendment to the buyer. No amendment shall be required, however, if
4 the seller takes whatever corrective action is necessary so that the
5 accuracy of the disclosure is restored, or the adverse change is
6 corrected, at least three business days prior to the closing date.
7 Unless the corrective action is completed by the seller prior to the
8 closing date, the buyer shall have the right to exercise one of the
9 following two options: (a) Approving and accepting the amendment, or
10 (b) rescinding the agreement of purchase and sale of the property
11 within three business days after receiving the amended real property
12 transfer disclosure statement. Acceptance or rescission shall be subject
13 to the same procedures described in RCW 64.06.030. If the closing date
14 provided in the purchase and sale agreement is scheduled to occur
15 within the three-business-day rescission period provided for in this
16 section, the closing date shall be extended until the expiration of the
17 three-business-day rescission period. The buyer shall have no right of
18 rescission if the seller takes whatever action is necessary so that the
19 accuracy of the disclosure is restored at least three business days
20 prior to the closing date.

21 (2) In the event any act, occurrence, or agreement arising or
22 becoming known after the closing of a residential real property
23 transfer causes a real property transfer disclosure statement to be
24 inaccurate in any way, the seller of such property shall have no
25 obligation to amend the disclosure statement, and the buyer shall not
26 have the right to rescind the transaction under this chapter.

27 (3) If the seller in a residential real property transfer fails or
28 refuses to provide to the prospective buyer a real property transfer
29 disclosure statement as required under this chapter, the prospective
30 buyer's right of rescission under this section shall apply until the
31 earlier of three business days after receipt of the real property
32 transfer disclosure statement or the date the transfer has closed,
33 unless the buyer has otherwise waived the right of rescission in
34 writing. Closing is deemed to occur when the buyer has paid the
35 purchase price, or down payment, and the conveyance document, including
36 a deed or real estate contract, from the seller has been delivered and
37 recorded. After closing, the seller's obligation to deliver the real

1 property transfer disclosure statement and the buyer's rights and
2 remedies under this chapter shall terminate.

3 (4) Failure of a homeowners' association or its officers,
4 directors, employees, or authorized agents to provide requested
5 information in part 8 of the disclosure statement form in RCW 64.06.015
6 or part 6 of the disclosure statement form in RCW 64.06.020 does not
7 constitute a seller's failure or refusal to provide a real property
8 transfer disclosure statement under subsection (3) of this section.

Passed by the Senate March 12, 2009.

Passed by the House April 7, 2009.

Approved by the Governor April 17, 2009.

Filed in Office of Secretary of State April 20, 2009.