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SENATE BILL 6608

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State of Washington 57th Legislature

2002 Regular Session

By Senators Prentice, Rossi, West, Hale and Winsley

Read first time 01/23/2002. Referred to Committee on Labor, Commerce & Financial Institutions.

1 AN ACT Relating to condominium purchases; amending RCW 64.34.100,  
2 64.34.450, and 64.34.452; and adding new sections to chapter 64.34 RCW.

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

4 NEW SECTION. **Sec. 1.** A new section is added to chapter 64.34 RCW  
5 to read as follows:

6 If an agreement between a declarant and purchaser provides the  
7 declarant with a right to notice of and the right to cure conditions  
8 that are covered by any express or implied warranty of quality, the  
9 commencement of any proceeding based on an alleged breach of a warranty  
10 of quality shall be subject to the purchaser's or association's  
11 compliance with a reasonable notice provision and acceptance of  
12 reasonable measures by the declarant to cure the conditions.

13 NEW SECTION. **Sec. 2.** A new section is added to chapter 64.34 RCW  
14 to read as follows:

15 Agreements entered into between a declarant and all of the original  
16 purchasers of units in a condominium shall be binding upon the  
17 association and subsequent purchasers.

1       **Sec. 3.** RCW 64.34.100 and 1989 c 43 s 1-113 are each amended to  
2 read as follows:

3       (1) The remedies provided by this chapter shall be liberally  
4 administered to the end that the aggrieved party is put in as good a  
5 position as if the other party had fully performed. However,  
6 consequential, special, or punitive damages may not be awarded except  
7 as specifically provided in this chapter or by other rule of law.

8       (2) Any right or obligation declared by this chapter is enforceable  
9 by judicial proceeding or by arbitration as provided for either in a  
10 written agreement signed by the unit purchaser or in the declaration.

11       **Sec. 4.** RCW 64.34.450 and 1989 c 43 s 4-113 are each amended to  
12 read as follows:

13       (1) Except as limited by subsection (2) of this section, implied  
14 warranties of quality:

15       (a) May be excluded or modified by written agreement of the  
16 parties; and

17       (b) Are excluded by written expression of disclaimer, such as "as  
18 is," "with all faults," or other language which in common understanding  
19 calls the buyer's attention to the exclusion of warranties.

20       (2) With respect to a purchaser of a unit that may be occupied for  
21 residential use, ~~((no))~~ a general disclaimer, as described in  
22 subsection (1)(b) of this section, of implied warranties of quality is  
23 effective(, but a declarant and any dealer may disclaim liability in  
24 an instrument signed by the purchaser for a specified defect or  
25 specified failure to comply with applicable law, if the defect or  
26 failure entered into and became a part of the basis of the bargain)) if  
27 contained in an instrument signed by the buyer and the disclaimer was  
28 entered into and became a part of the basis of the bargain. However,  
29 to the extent that the disclaimer relates to structural elements of the  
30 condominium or building code, provisions affecting life; safety,  
31 including fire protection; or the habitability of the unit, the  
32 disclaimer must specify the (a) defect, (b) failure to comply with  
33 applicable law, or (c) aspect or category of construction affected by  
34 the disclaimer.

35       **Sec. 5.** RCW 64.34.452 and 1990 c 166 s 14 are each amended to read  
36 as follows:

1 (1) A judicial proceeding or arbitration for breach of any  
2 obligations arising under RCW 64.34.443 and 64.34.445 must be commenced  
3 within four years after the cause of action accrues(~~(:—PROVIDED,~~  
4 ~~That))~~). However, the period for commencing an action for a breach  
5 accruing pursuant to subsection (2)(b) of this section shall not expire  
6 prior to one year after termination of the period of declarant control,  
7 if any, under RCW 64.34.308(4). Such period may not be reduced by  
8 either oral or written agreement.

9 (2) Subject to subsection (3) of this section, a cause of action or  
10 breach of warranty of quality, regardless of the purchaser's lack of  
11 knowledge of the breach, accrues:

12 (a) As to a unit, the date the purchaser to whom the warranty is  
13 first made enters into possession if a possessory interest was conveyed  
14 or the date of acceptance of the instrument of conveyance if a  
15 nonpossessory interest was conveyed; and

16 (b) As to each common element, at the latest of (i) the date the  
17 first unit in the condominium was conveyed to a bona fide purchaser,  
18 (ii) the date the common element was completed, or (iii) the date the  
19 common element was added to the condominium.

20 (3) If a warranty of quality explicitly extends to future  
21 performance or duration of any improvement or component of the  
22 condominium, the cause of action accrues at the time the breach is  
23 discovered or at the end of the period for which the warranty  
24 explicitly extends, whichever is earlier.

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