

CERTIFICATION OF ENROLLMENT

**SUBSTITUTE SENATE BILL 6409**

57th Legislature  
2002 Regular Session

Passed by the Senate March 12, 2002  
YEAS 45 NAYS 0

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**President of the Senate**

Passed by the House March 7, 2002  
YEAS 93 NAYS 0

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**Speaker of the  
House of Representatives**

CERTIFICATE

I, Tony M. Cook, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6409** as passed by the Senate and the House of Representatives on the dates hereon set forth.

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**Secretary**

Approved

FILED

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Governor of the State of Washington

Secretary of State  
State of Washington

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**SUBSTITUTE SENATE BILL 6409**

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AS AMENDED BY THE HOUSE

Passed Legislature - 2002 Regular Session

**State of Washington 57th Legislature**

**2002 Regular Session**

**By** Senate Committee on Labor, Commerce & Financial Institutions  
(originally sponsored by Senators Prentice, Hargrove, Johnson, Rossi,  
Rasmussen, Honeyford, Gardner, Finkbeiner and Hale)

READ FIRST TIME 02/06/2002.

1 AN ACT Relating to construction defect claims asserting property  
2 loss and damage; amending RCW 4.16.310, 64.34.410, and 64.34.452;  
3 adding a new section to chapter 4.16 RCW; and adding a new chapter to  
4 Title 64 RCW.

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

6 NEW SECTION. **Sec. 1.** The legislature finds, declares, and  
7 determines that limited changes in the law are necessary and  
8 appropriate concerning actions claiming damages, indemnity, or  
9 contribution in connection with alleged construction defects. It is  
10 the intent of the legislature that this chapter apply to these types of  
11 civil actions while preserving adequate rights and remedies for  
12 property owners who bring and maintain such actions.

13 NEW SECTION. **Sec. 2.** Unless the context clearly requires  
14 otherwise, the definitions in this section apply throughout this  
15 chapter.

16 (1) "Action" means any civil lawsuit or action in contract or tort  
17 for damages or indemnity brought against a construction professional to  
18 assert a claim, whether by complaint, counterclaim, or cross-claim, for

1 damage or the loss of use of real or personal property caused by a  
2 defect in the construction of a residence or in the substantial remodel  
3 of a residence. "Action" does not include any civil action in tort  
4 alleging personal injury or wrongful death to a person or persons  
5 resulting from a construction defect.

6 (2) "Association" means an association, master association, or  
7 subassociation as defined and provided for in RCW 64.34.020(4),  
8 64.34.276, 64.34.278, and 64.38.010(1).

9 (3) "Claimant" means a homeowner or association who asserts a claim  
10 against a construction professional concerning a defect in the  
11 construction of a residence or in the substantial remodel of a  
12 residence.

13 (4) "Construction professional" means an architect, builder,  
14 builder vendor, contractor, subcontractor, engineer, or inspector,  
15 including, but not limited to, a dealer as defined in RCW 64.34.020(12)  
16 and a declarant as defined in RCW 64.34.020(13), performing or  
17 furnishing the design, supervision, inspection, construction, or  
18 observation of the construction of any improvement to real property,  
19 whether operating as a sole proprietor, partnership, corporation, or  
20 other business entity.

21 (5) "Homeowner" means: (a) Any person, company, firm, partnership,  
22 corporation, or association who contracts with a construction  
23 professional for the construction, sale, or construction and sale of a  
24 residence; and (b) an "association" as defined in this section.  
25 "Homeowner" includes, but is not limited to, a subsequent purchaser of  
26 a residence from any homeowner.

27 (6) "Residence" means a single-family house, duplex, triplex,  
28 quadraplex, or a unit in a multiunit residential structure in which  
29 title to each individual unit is transferred to the owner under a  
30 condominium or cooperative system, and shall include common elements as  
31 defined in RCW 64.34.020(6) and common areas as defined in RCW  
32 64.38.010(4).

33 (7) "Serve" or "service" means personal service or delivery by  
34 certified mail to the last known address of the addressee.

35 (8) "Substantial remodel" means a remodel of a residence, for which  
36 the total cost exceeds one-half of the assessed value of the residence  
37 for property tax purposes at the time the contract for the remodel work  
38 was made.

1        NEW SECTION.    **Sec. 3.**    (1) In every construction defect action  
2 brought against a construction professional, the claimant shall, no  
3 later than forty-five days before filing an action, serve written  
4 notice of claim on the construction professional. The notice of claim  
5 shall state that the claimant asserts a construction defect claim  
6 against the construction professional and shall describe the claim in  
7 reasonable detail sufficient to determine the general nature of the  
8 defect.

9        (2) Within twenty-one days after service of the notice of claim,  
10 the construction professional shall serve a written response on the  
11 claimant by registered mail or personal service. The written response  
12 shall:

13        (a) Propose to inspect the residence that is the subject of the  
14 claim and to complete the inspection within a specified time frame.  
15 The proposal shall include the statement that the construction  
16 professional shall, based on the inspection, offer to remedy the  
17 defect, compromise by payment, or dispute the claim;

18        (b) Offer to compromise and settle the claim by monetary payment  
19 without inspection. A construction professional's offer under this  
20 subsection (2)(b) to compromise and settle a homeowner's claim may  
21 include, but is not limited to, an express offer to purchase the  
22 claimant's residence that is the subject of the claim, and to pay the  
23 claimant's reasonable relocation costs; or

24        (c) State that the construction professional disputes the claim and  
25 will neither remedy the construction defect nor compromise and settle  
26 the claim.

27        (3)(a) If the construction professional disputes the claim or does  
28 not respond to the claimant's notice of claim within the time stated in  
29 subsection (2) of this section, the claimant may bring an action  
30 against the construction professional for the claim described in the  
31 notice of claim without further notice.

32        (b) If the claimant rejects the inspection proposal or the  
33 settlement offer made by the construction professional pursuant to  
34 subsection (2) of this section, the claimant shall serve written notice  
35 of the claimant's rejection on the construction professional. After  
36 service of the rejection, the claimant may bring an action against the  
37 construction professional for the construction defect claim described  
38 in the notice of claim. If the construction professional has not  
39 received from the claimant, within thirty days after the claimant's

1 receipt of the construction professional's response, either an  
2 acceptance or rejection of the inspection proposal or settlement offer,  
3 then at anytime thereafter the construction professional may terminate  
4 the proposal or offer by serving written notice to the claimant, and  
5 the claimant may thereafter bring an action against the construction  
6 professional for the construction defect claim described in the notice  
7 of claim.

8 (4)(a) If the claimant elects to allow the construction  
9 professional to inspect in accordance with the construction  
10 professional's proposal pursuant to subsection (2)(a) of this section,  
11 the claimant shall provide the construction professional and its  
12 contractors or other agents reasonable access to the claimant's  
13 residence during normal working hours to inspect the premises and the  
14 claimed defect.

15 (b) Within fourteen days following completion of the inspection,  
16 the construction professional shall serve on the claimant:

17 (i) A written offer to remedy the construction defect at no cost to  
18 the claimant, including a report of the scope of the inspection, the  
19 findings and results of the inspection, a description of the additional  
20 construction necessary to remedy the defect described in the claim, and  
21 a timetable for the completion of such construction;

22 (ii) A written offer to compromise and settle the claim by monetary  
23 payment pursuant to subsection (2)(b) of this section; or

24 (iii) A written statement that the construction professional will  
25 not proceed further to remedy the defect.

26 (c) If the construction professional does not proceed further to  
27 remedy the construction defect within the agreed timetable, or if the  
28 construction professional fails to comply with the provisions of (b) of  
29 this subsection, the claimant may bring an action against the  
30 construction professional for the claim described in the notice of  
31 claim without further notice.

32 (d) If the claimant rejects the offer made by the construction  
33 professional pursuant to (b)(i) or (ii) of this subsection to either  
34 remedy the construction defect or to compromise and settle the claim by  
35 monetary payment, the claimant shall serve written notice of the  
36 claimant's rejection on the construction professional. After service  
37 of the rejection notice, the claimant may bring an action against the  
38 construction professional for the construction defect claim described  
39 in the notice of claim. If the construction professional has not

1 received from the claimant, within thirty days after the claimant's  
2 receipt of the construction professional's response, either an  
3 acceptance or rejection of the offer made pursuant to (b)(i) or (ii) of  
4 this subsection, then at anytime thereafter the construction  
5 professional may terminate the offer by serving written notice to the  
6 claimant.

7 (5)(a) Any claimant accepting the offer of a construction  
8 professional to remedy the construction defect pursuant to subsection  
9 (4)(b)(i) of this section shall do so by serving the construction  
10 professional with a written notice of acceptance within a reasonable  
11 time period after receipt of the offer, and no later than thirty days  
12 after receipt of the offer. The claimant shall provide the  
13 construction professional and its contractors or other agents  
14 reasonable access to the claimant's residence during normal working  
15 hours to perform and complete the construction by the timetable stated  
16 in the offer.

17 (b) The claimant and construction professional may, by written  
18 mutual agreement, alter the extent of construction or the timetable for  
19 completion of construction stated in the offer, including, but not  
20 limited to, repair of additional defects.

21 (6) Any action commenced by a claimant prior to compliance with the  
22 requirements of this section shall be subject to dismissal without  
23 prejudice, and may not be recommenced until the claimant has complied  
24 with the requirements of this section.

25 (7) Nothing in this section may be construed to prevent a claimant  
26 from commencing an action on the construction defect claim described in  
27 the notice of claim if the construction professional fails to perform  
28 the construction agreed upon, fails to remedy the defect, or fails to  
29 perform by the timetable agreed upon pursuant to subsection (2)(a) or  
30 (5) of this section.

31 (8) Prior to commencing any action alleging a construction defect,  
32 or after the dismissal of any action without prejudice pursuant to  
33 subsection (6) of this section, the claimant may amend the notice of  
34 claim to include construction defects discovered after the service of  
35 the original notice of claim, and must otherwise comply with the  
36 requirements of this section for the additional claims. The service of  
37 an amended notice of claim shall relate back to the original notice of  
38 claim for purposes of tolling statutes of limitations and repose.  
39 Claims for defects discovered after the commencement or recommencement

1 of an action may be added to such action only after providing notice to  
2 the construction professional of the defect and allowing for response  
3 under subsection (2) of this section.

4 NEW SECTION. **Sec. 4.** (1) In every action brought against a  
5 construction professional, the claimant, including a construction  
6 professional asserting a claim against another construction  
7 professional, shall file with the court and serve on the defendant a  
8 list of known construction defects in accordance with this section.

9 (2) The list of known construction defects shall contain a  
10 description of the construction that the claimant alleges to be  
11 defective. The list of known construction defects shall be filed with  
12 the court and served on the defendant within thirty days after the  
13 commencement of the action or within such longer period as the court in  
14 its discretion may allow.

15 (3) The list of known construction defects may be amended by the  
16 claimant to identify additional construction defects as they become  
17 known to the claimant.

18 (4) The list of known construction defects must specify, to the  
19 extent known to the claimant, the construction professional responsible  
20 for each alleged defect identified by the claimant.

21 (5) If a subcontractor or supplier is added as a party to an action  
22 under this section, the party making the claim against such  
23 subcontractor or supplier shall serve on the subcontractor or supplier  
24 the list of construction defects in accordance with this section within  
25 thirty days after service of the complaint against the subcontractor or  
26 supplier or within such period as the court in its discretion may  
27 allow.

28 NEW SECTION. **Sec. 5.** (1)(a) In the event the board of directors,  
29 pursuant to RCW 64.34.304(1)(d) or 64.38.020(4), institutes an action  
30 asserting defects in the construction of two or more residences, common  
31 elements, or common areas, this section shall apply. For purposes of  
32 this section, "action" has the same meaning as set forth in section 2  
33 of this act.

34 (b) The board of directors shall substantially comply with the  
35 provisions of this section.

36 (2)(a) Prior to the service of the summons and complaint on any  
37 defendant with respect to an action governed by this section, the board

1 of directors shall mail or deliver written notice of the commencement  
2 or anticipated commencement of such action to each homeowner at the  
3 last known address described in the association's records.

4 (b) The notice required by (a) of this subsection shall state a  
5 general description of the following:

6 (i) The nature of the action and the relief sought; and

7 (ii) The expenses and fees that the board of directors anticipates  
8 will be incurred in prosecuting the action.

9 (3) Nothing in this section may be construed to:

10 (a) Require the disclosure in the notice or the disclosure to a  
11 unit owner of attorney-client communications or other privileged  
12 communications;

13 (b) Permit the notice to serve as a basis for any person to assert  
14 the waiver of any applicable privilege or right of confidentiality  
15 resulting from, or to claim immunity in connection with, the disclosure  
16 of information in the notice; or

17 (c) Limit or impair the authority of the board of directors to  
18 contract for legal services, or limit or impair the ability to enforce  
19 such a contract for legal services.

20 NEW SECTION. **Sec. 6.** (1) The construction professional shall  
21 provide notice to each homeowner upon entering into a contract for  
22 sale, construction, or substantial remodel of a residence, of the  
23 construction professional's right to offer to cure construction defects  
24 before a homeowner may commence litigation against the construction  
25 professional. Such notice shall be conspicuous and may be included as  
26 part of the underlying contract signed by the homeowner. In the sale  
27 of a condominium unit, the requirement for delivery of such notice  
28 shall be deemed satisfied if contained in a public offering statement  
29 delivered in accordance with chapter 64.34 RCW.

30 (2) The notice required by this subsection shall be in  
31 substantially the following form:

32 CHAPTER 64.-- RCW (sections 1 through 7 of this act) CONTAINS  
33 IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A  
34 LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR  
35 BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR  
36 LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN  
37 NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE  
38 AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN



1 OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED  
2 TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE  
3 STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO  
4 FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

5 (3) This chapter shall not preclude or bar any action if notice is  
6 not given to the homeowner as required by this section.

7 NEW SECTION. **Sec. 7.** Nothing in this chapter shall be construed  
8 to hinder or otherwise affect the employment, agency, or contractual  
9 relationship between and among homeowners and construction  
10 professionals during the process of construction or remodeling and does  
11 not preclude the termination of those relationships as allowed under  
12 current law. Nothing in this chapter shall negate or otherwise  
13 restrict a construction professional's right to access or inspection  
14 provided by law, covenant, easement, or contract.

15 NEW SECTION. **Sec. 8.** A new section is added to chapter 4.16 RCW  
16 to read as follows:

17 If a written notice of claim is served under section 3 of this act  
18 within the time prescribed for the filing of an action under this  
19 chapter, the statutes of limitations for construction-related claims  
20 are tolled until sixty days after the period of time during which the  
21 filing of an action is barred under section 3 of this act.

22 **Sec. 9.** RCW 4.16.310 and 1986 c 305 s 702 are each amended to read  
23 as follows:

24 All claims or causes of action as set forth in RCW 4.16.300 shall  
25 accrue, and the applicable statute of limitation shall begin to run  
26 only during the period within six years after substantial completion of  
27 construction, or during the period within six years after the  
28 termination of the services enumerated in RCW 4.16.300, whichever is  
29 later. The phrase "substantial completion of construction" shall mean  
30 the state of completion reached when an improvement upon real property  
31 may be used or occupied for its intended use. Any cause of action  
32 which has not accrued within six years after such substantial  
33 completion of construction, or within six years after such termination  
34 of services, whichever is later, shall be barred: PROVIDED, That this  
35 limitation shall not be asserted as a defense by any owner, tenant or  
36 other person in possession and control of the improvement at the time

1 such cause of action accrues. The limitations prescribed in this  
2 section apply to all claims or causes of action as set forth in RCW  
3 4.16.300 brought in the name or for the benefit of the state which are  
4 made or commenced after June 11, 1986.

5 If a written notice is filed under section 3 of this act within the  
6 time prescribed for the filing of an action under this chapter, the  
7 period of time during which the filing of an action is barred under  
8 section 3 of this act plus sixty days shall not be a part of the period  
9 limited for the commencement of an action, nor for the application of  
10 this section.

11 **Sec. 10.** RCW 64.34.410 and 1997 c 400 s 1 are each amended to read  
12 as follows:

13 (1) A public offering statement shall contain the following  
14 information:

15 (a) The name and address of the condominium;

16 (b) The name and address of the declarant;

17 (c) The name and address of the management company, if any;

18 (d) The relationship of the management company to the declarant, if  
19 any;

20 (e) A list of up to the five most recent condominium projects  
21 completed by the declarant or an affiliate of the declarant within the  
22 past five years, including the names of the condominiums, their  
23 addresses, and the number of existing units in each. For the purpose  
24 of this section, a condominium is "completed" when any one unit therein  
25 has been rented or sold;

26 (f) The nature of the interest being offered for sale;

27 (g) A brief description of the permitted uses and use restrictions  
28 pertaining to the units and the common elements;

29 (h) A brief description of the restrictions, if any, on the renting  
30 or leasing of units by the declarant or other unit owners, together  
31 with the rights, if any, of the declarant to rent or lease at least a  
32 majority of units;

33 (i) The number of existing units in the condominium and the maximum  
34 number of units that may be added to the condominium;

35 (j) A list of the principal common amenities in the condominium  
36 which materially affect the value of the condominium and those that  
37 will or may be added to the condominium;

- 1 (k) A list of the limited common elements assigned to the units  
2 being offered for sale;
- 3 (l) The identification of any real property not in the condominium,  
4 the owner of which has access to any of the common elements, and a  
5 description of the terms of such access;
- 6 (m) The identification of any real property not in the condominium  
7 to which unit owners have access and a description of the terms of such  
8 access;
- 9 (n) The status of construction of the units and common elements,  
10 including estimated dates of completion if not completed;
- 11 (o) The estimated current common expense liability for the units  
12 being offered;
- 13 (p) An estimate of any payment with respect to the common expense  
14 liability for the units being offered which will be due at closing;
- 15 (q) The estimated current amount and purpose of any fees not  
16 included in the common expenses and charged by the declarant or the  
17 association for the use of any of the common elements;
- 18 (r) Any assessments which have been agreed to or are known to the  
19 declarant and which, if not paid, may constitute a lien against any  
20 units or common elements in favor of any governmental agency;
- 21 (s) The identification of any parts of the condominium, other than  
22 the units, which any individual owner will have the responsibility for  
23 maintaining;
- 24 (t) If the condominium involves a conversion condominium, the  
25 information required by RCW 64.34.415;
- 26 (u) Whether timesharing is restricted or prohibited, and if  
27 restricted, a general description of such restrictions;
- 28 (v) A list of all development rights reserved to the declarant and  
29 all special declarant rights reserved to the declarant, together with  
30 the dates such rights must terminate, and a copy of or reference by  
31 recording number to any recorded transfer of a special declarant right;
- 32 (w) A description of any material differences in terms of  
33 furnishings, fixtures, finishes, and equipment between any model unit  
34 available to the purchaser at the time the agreement for sale is  
35 executed and the unit being offered;
- 36 (x) Any liens on real property to be conveyed to the association  
37 required to be disclosed pursuant to RCW 64.34.435(2)(b);
- 38 (y) A list of any physical hazards known to the declarant which  
39 particularly affect the condominium or the immediate vicinity in which

1 the condominium is located and which are not readily ascertainable by  
2 the purchaser;

3 (z) A brief description of any construction warranties to be  
4 provided to the purchaser;

5 (aa) Any building code violation citations received by the  
6 declarant in connection with the condominium which have not been  
7 corrected;

8 (bb) A statement of any unsatisfied judgments or pending suits  
9 against the association, a statement of the status of any pending suits  
10 material to the condominium of which the declarant has actual  
11 knowledge, and a statement of any litigation brought by an owners'  
12 association, unit owner, or governmental entity in which the declarant  
13 or any affiliate of the declarant has been a defendant, arising out of  
14 the construction, sale, or administration of any condominium within the  
15 previous five years, together with the results thereof, if known;

16 (cc) Any rights of first refusal to lease or purchase any unit or  
17 any of the common elements;

18 (dd) The extent to which the insurance provided by the association  
19 covers furnishings, fixtures, and equipment located in the unit;

20 (ee) A notice which describes a purchaser's right to cancel the  
21 purchase agreement or extend the closing under RCW 64.34.420, including  
22 applicable time frames and procedures;

23 (ff) Any reports or statements required by RCW 64.34.415 or  
24 64.34.440(6)(a). RCW 64.34.415 shall apply to the public offering  
25 statement of a condominium in connection with which a final certificate  
26 of occupancy was issued more than sixty calendar months prior to the  
27 preparation of the public offering statement whether or not the  
28 condominium is a conversion condominium as defined in RCW  
29 64.34.020(10);

30 (gg) A list of the documents which the prospective purchaser is  
31 entitled to receive from the declarant before the rescission period  
32 commences;

33 (hh) A notice which states: A purchaser may not rely on any  
34 representation or express warranty unless it is contained in the public  
35 offering statement or made in writing signed by the declarant or by any  
36 person identified in the public offering statement as the declarant's  
37 agent;

38 (ii) A notice which states: This public offering statement is only  
39 a summary of some of the significant aspects of purchasing a unit in

1 this condominium and the condominium documents are complex, contain  
2 other important information, and create binding legal obligations. You  
3 should consider seeking the assistance of legal counsel;

4 (jj) Any other information and cross-references which the declarant  
5 believes will be helpful in describing the condominium to the  
6 recipients of the public offering statement, all of which may be  
7 included or not included at the option of the declarant; (~~and~~)

8 (kk) A notice that addresses compliance or noncompliance with the  
9 housing for older persons act of 1995, P.L. 104-76, as enacted on  
10 December 28, 1995; and

11 (ll) A notice that is substantially in the form required by section  
12 6 of this act.

13 (2) The public offering statement shall include copies of each of  
14 the following documents: The declaration, the survey map and plans,  
15 the articles of incorporation of the association, bylaws of the  
16 association, rules and regulations, if any, current or proposed budget  
17 for the association, and the balance sheet of the association current  
18 within ninety days if assessments have been collected for ninety days  
19 or more.

20 If any of the foregoing documents listed in this subsection are not  
21 available because they have not been executed, adopted, or recorded,  
22 drafts of such documents shall be provided with the public offering  
23 statement, and, before closing the sale of a unit, the purchaser shall  
24 be given copies of any material changes between the draft of the  
25 proposed documents and the final documents.

26 (3) The disclosures required by subsection (1)(g), (k), (s), (u),  
27 (v), and (cc) of this section shall also contain a reference to  
28 specific sections in the condominium documents which further explain  
29 the information disclosed.

30 (4) The disclosures required by subsection (1)(ee), (hh), (~~and~~)  
31 (ii), and (ll) of this section shall be located at the top of the first  
32 page of the public offering statement and be typed or printed in ten-  
33 point bold face type size.

34 (5) A declarant shall promptly amend the public offering statement  
35 to reflect any material change in the information required by this  
36 section.

37 **Sec. 11.** RCW 64.34.452 and 1990 c 166 s 14 are each amended to  
38 read as follows:

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

25 (4) If a written notice of claim is served under section 3 of this  
26 act within the time prescribed for the filing of an action under this  
27 chapter, the statutes of limitation in this chapter and any applicable  
28 statutes of repose for construction-related claims are tolled until  
29 sixty days after the period of time during which the filing of an  
30 action is barred under section 3 of this act.

31 NEW SECTION. Sec. 12. Sections 1 through 7 of this act constitute  
32 a new chapter in Title 64 RCW.

--- END ---