<u>SB 6745</u> - S AMD TO S AMD (S-5482.3/08) **135**By Senators Tom, Fraser, and Benton

ADOPTED 02/18/2008

- Beginning on page 8, line 27 of the amendment, strike all of section 11
- Renumber the remaining sections consecutively and correct any internal references accordingly.
- 5 On page 30, after line 27 of the amendment, insert the following:
- 6 "Sec. 28. RCW 64.06.020 and 2007 c 107 s 4 are each amended to read as follows:
- 8 (1) In a transaction for the sale of improved residential real 9 property, the seller shall, unless the buyer has expressly waived the
- 10 right to receive the disclosure statement under RCW 64.06.010, or
- unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
- 12 the buyer a completed seller disclosure statement in the following
- 13 format and that contains, at a minimum, the following information:
- 14 INSTRUCTIONS TO THE SELLER
- 15 Please complete the following form. Do not leave any spaces blank. If
- 16 the question clearly does not apply to the property write "NA." If the
- 17 answer is "yes" to any * items, please explain on attached sheets.
- 18 Please refer to the line number(s) of the question(s) when you provide
- 19 your explanation(s). For your protection you must date and sign each
- 20 page of this disclosure statement and each attachment. Delivery of the
- 21 disclosure statement must occur not later than five business days,
- 22 unless otherwise agreed, after mutual acceptance of a written contract
- 23 to purchase between a buyer and a seller.
- 24 NOTICE TO THE BUYER
- 25 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 27 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

- SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 1
- 2 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 3
- 4 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 5 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 6
- 7 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE 8
- 9 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- THE TIME YOU ENTER INTO A SALE AGREEMENT. 10
- THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 11
- 12 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 13
- 14 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 15 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 16 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 17
- 18 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER 19
- TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 20
- 21 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT 22
- 23 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 24 WARRANTIES.

26

25 Seller . . . is/ . . . is not occupying the property.

26		I. SELI	ER'S DISCLOSUR	ES:
27	*If you ans	wer "Yes"	to a question with an	asterisk (*), please explain your answer
28	and attach	documents,	if available and not of	otherwise publicly recorded. If necessary,
29	use an attac	ched sheet.		
30				1. TITLE
31	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell
32				the property? If no, please explain.
33	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to
34				any of the following?
35				(1) First right of refusal
36				(2) Option
37				(3) Lease or rental agreement

1				(4) Life estate?
	[]Vac	LINe	[] Don't Imorr	
2	[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary
4				disputes?
5	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement
6	[] Tes	[]10	[] Don't know	agreement for access to the property?
7	[] Vac	[]No	[] Don't know	
8	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way, easements, or access limitations that
9				may affect the Buyer's use of the
10				property?
11	[] Yes	[] No	[] Don't know	*F. Are there any written agreements
12	(1	[]	[]=	for joint maintenance of an easement or
13				right-of-way?
14	[]Yes	[] No	[] Don't know	*G. Is there any study, survey project,
15				or notice that would adversely affect the
16				property?
17	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing
18				assessments against the property?
19	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
20				nonconforming uses, or any unusual
21				restrictions on the property that would
22				affect future construction or
23				remodeling?
24	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
25				property?
26	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
27				conditions, or restrictions which affect
28				the property?
29				2. WATER
30				A. Household Water
31				(1) The source of water for the
32				property is:
33				[] Private or publicly owned water
34				system
35				[] Private well serving only the
36				subject property
37				*[] Other water system
38	[] Yes	[] No	[] Don't know	*If shared, are there any written
39				agreements?
40	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
41				or unrecorded) for access to and/or
42				maintenance of the water source?
43	[] Yes	[] No	[] Don't know	*(3) Are there any known problems
44				or repairs needed?

1	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
2				source provided an adequate
3				year-round supply of potable
4				water? If no, please explain.
5	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
6				systems for the property? If yes,
7				are they []Leased []Owned
8	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
9				the property associated with its
10				domestic water supply, such as a
11				water right permit, certificate, or
12				claim?
13	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
14				permit, certificate, or claim been
15				assigned, transferred, or changed?
16				(b) If yes, has all or any portion of
17				the water right not been used for
18				five or more successive years? (If
19				yes, please explain.)
20				
21				B. Irrigation Water
22	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
23				rights for the property, such as a
24				water right permit, certificate, or
25				claim?
26	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
27				the water right not been used for
28				five or more successive years?
29	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
30				available? (If yes, please attach a
31				copy.)
32	[] Yes	[] No	[] Don't know	(c) If so, has the water right
33				permit, certificate, or claim been
34				assigned, transferred, or changed?
35				If so, explain:
36				
37	[]Yes	[] No	[] Don't know	(2) Does the property receive
38	[] 103	[]110	[] Bon't know	irrigation water from a ditch
39				company, irrigation district, or
40				other entity? If so, please identify
41				the entity that supplies water to the
42				property:
43				
44				C. Outdoor Sprinkler System
		£333		• •
45	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
46				system for the property?

1 2	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
3 4	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
5 6				3. SEWER/ON-SITE SEWAGE
0				SYSTEM
7				A. The property is served by:
8				[] Public sewer system,
9				[] On-site sewage system (including
10 11				pipes, tanks, drainfields, and all other component parts)
12				[] Other disposal system, please
13				describe:
14				
15	[] Yes	[] No	[] Don't know	B. If public sewer system service is
16				available to the property, is the house
17				connected to the sewer main? If no,
18				please explain.
19				
20	[] Yes	[] No	[] Don't know	C. Is the property subject to any
21				sewage system fees or charges in
22				addition to those covered in your
23				regularly billed sewer or on-site sewage
24				system maintenance service?
25 26				D. If the property is connected to an on-site sewage system:
	[].W	LIN-	[] D	
27 28	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its construction, and was it approved
29				by the local health department or
30				district following its construction?
31				(2) When was it last pumped:
32				
33	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
34				operation of the on-site sewage
35				system?
36			[] Don't know	(4) When was it last inspected?
37				
38				By whom:
39			[] Don't know	(5) For how many bedrooms was
40				the on-site sewage system
41				approved?
42				bedrooms
43	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
44				laundry drain, connected to the
45				sewer/on-site sewage system? If no,
46				please explain:

1 2	[] Ye	es [] No	[] Don't know	*F. Have there been any changes or repairs to the on-site sewage system?
3 4 5 6 7	[] Ye	es []No	[] Don't know	G. Is the on-site sewage system including the drainfield, located entirely within the boundaries of the property If no, please explain
8 9 10 11 12	[]Ye	s []No	[] Don't know	H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? If yes, please explain
13	NOT	ICE: IF THIS RE	SIDENTIAL REAL	PROPERTY DISCLOSURE
14	STAT	TEMENT IS BEIN	NG COMPLETED FO	OR NEW CONSTRUCTION WHICH
15	HAS	NEVER BEEN O	CCUPIED, THE SEI	LLER IS NOT REQUIRED TO
16	COM	PLETE THE QUI	ESTIONS LISTED I	N ITEM 4. STRUCTURAL OR ITEM
17	5. SY	STEMS AND FI	XTURES	
18				4. STRUCTURAL
19	[]Ye	es [] No	[] Don't know	*A. Has the roof leaked?
20	[] Ye	es []No	[] Don't know	*B. Has the basement flooded or
21				leaked?
22	[] Ye	es [] No	[] Don't know	*C. Have there been any conversions,
23				additions, or remodeling?
24	[] Ye	es [] No	[] Don't know	*(1) If yes, were all building
25				permits obtained?
26	[] Ye	es [] No	[] Don't know	*(2) If yes, were all final
27				inspections obtained?
28	[] Ye	es [] No	[] Don't know	D. Do you know the age of the house?
29				If yes, year of original construction:
30				
31	[] Ye	es [] No	[] Don't know	*E. Has there been any settling,
32				slippage, or sliding of the property or its
33	C) V	£3.37	(1) b. 1	improvements?
34	[] Ye	es [] No	[] Don't know	*F. Are there any defects with the following: (If yes, please check
35 36				applicable items and explain.)
37				
<i>.</i>		□ Foundations	□ Decks	□ Exterior Walls
38		□ Chimneys	□ Interio	or Walls
39		□ Doors	□ Windo	ows Patio
40		□ Ceilings	□ Slab F	Floors □ Driveways
41		□ Pools	□ Hot T	ub □ Sauna
42		$ \ \ \Box \; Sidewalks$	□ Outbu	ildings □ Fireplaces
43		□ Garage Floors	□ Walkv	ways □ Siding

□ Other

44

□ Wood Stoves

1 2 3	[] Yes	[] No	[] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection
4				completed?
5 6	[] Yes	[] No	[] Don't know	H. During your ownership, has the property had any wood destroying
7				organism or pest infestation?
8	[] Yes	[] No	[] Don't know	I. Is the attic insulated?
9	[] Yes	[] No	[] Don't know	J. Is the basement insulated?
10				5. SYSTEMS AND FIXTURES
11				*A. If any of the following systems or
12				fixtures are included with the transfer,
13				are there any defects? If yes, please
14				explain.
15	[] Yes	[] No	[] Don't know	Electrical system, including
16 17				wiring, switches, outlets, and service
18	[] Yes	[] No	[] Don't know	Plumbing system, including pipes,
19				faucets, fixtures, and toilets
20	[] Yes	[] No	[] Don't know	Hot water tank
21	[] Yes	[] No	[] Don't know	Garbage disposal
22	[] Yes	[] No	[] Don't know	Appliances
23	[]Yes	[] No	[] Don't know	Sump pump
24	[] Yes	[] No	[] Don't know	Heating and cooling systems
25	[] Yes	[] No	[] Don't know	Security system
26				[] Owned [] Leased
27				Other
28				*B. If any of the following fixtures or
29				property is included with the transfer,
30				are they leased? (If yes, please attach
31				copy of lease.)
32	[] Yes	[] No	[] Don't know	Security system
33	[] Yes	[] No	[] Don't know	Tanks (type):
34	[] Yes	[] No	[] Don't know	Satellite dish
35				Other:
36				6. HOMEOWNERS'
37				ASSOCIATION/COMMON
38				INTERESTS
39	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
40				Association? If yes, provide the name
41				of the association and contact
42				information for the association:
43				<u></u>
44				<u></u>
45				

1 2	[] Yes	[] No	[] Don't know	B. Are there regular periodic assessments:
3 4				\$ per [] Month [] Year [] Other
5 6	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?
7 8 9	[] Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis
11 12 13				courts, walkways, or other areas co- owned in undivided interest with others)?
14				7. ENVIRONMENTAL
15 16	[] Yes	[] No	[] Don't know	*A. Have there been any drainage problems on the property?
17 18	[] Yes	[] No	[] Don't know	*B. Does the property contain fill material?
19 20 21 22	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
23 24 25	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
26 27 28 29 30 31 32	[]Yes	[] No	[] 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?
33 34	[] Yes	[] No	[] Don't know	*F. Has the property been used for commercial or industrial purposes?
35 36	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater contamination?
37 38 39 40	[] Yes	[] No	[] Don't know	*H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?
41 42	[] Yes	[] No	[] Don't know	*I. Has the property been used as a legal or illegal dumping site?
43 44	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
45 46 47	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that may cause interference with telephone reception?

1 2	8. MANUFACTURED AND MOBILE HOMES	
3	If the property includes a manuf or mobile home,	factured
5 6 7	[] Yes [] No [] Don't know *A. Did you make any alteration home? If yes, please describe the alterations:	
8 9 10	[] Yes [] No [] Don't know *B. Did any previous owner ma alterations to the home? If yes, describe the alterations:	please
11 12 13	[] Yes [] No [] Don't know *C. If alterations were made, w permits or variances for these all obtained?	
14 15	9. FULL DISCLOSURE BY SELLERS	
16	A. Other conditions or defects:	
17 18	[] Yes [] No [] Don't know *Are there any other existing madefects affecting the property the	at a
19 20	prospective buyer should know B. Verification:	about?
21	The foregoing answers and attac	ched
22	explanations (if any) are comple	
23	correct to the best of my/our kno	owledge
24	and I/we have received a copy h	
25 26	L'we authorize all of my/our rea licensees, if any, to deliver a co	
27	this disclosure statement to othe	
28	estate licensees and all prospect	
29	buyers of the property.	
30	DATE SELLER SELLER	
31	NOTICE TO THE BUYER	
32	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY	
33	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS	5
34	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAI	N
35	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENC	E OF
36	REGISTERED SEX OFFENDERS.	
37	II. BUYER'S ACKNOWLEDGMENT	
38	A. Buyer hereby acknowledges that: Buyer has a duty t	o pay
39	diligent attention to any material defects that are known	wn to
40	Buyer or can be known to Buyer by utilizing diligent	
41	attention and observation.	
42	B. The disclosures set forth in this statement and in any	
43	amendments to this statement are made only by the So	eller an
44	not by any real estate licensee or other party.	

- Buyer acknowledges that, pursuant to RCW 64.06.050(2), 1 2 real estate licensees are not liable for inaccurate information 3 provided by Seller, except to the extent that real estate 4 licensees know of such inaccurate information. 5 This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and 6 7 Seller. 8 Buyer (which term includes all persons signing the "Buyer's 9 acceptance" portion of this disclosure statement below) has 10 received a copy of this Disclosure Statement (including 11 attachments, if any) bearing Seller's signature.
- 12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 13 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 15 16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 19 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 20 AGREEMENT.
- - (2) If the disclosure statement is being completed for new construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the questions listed in item 4. Structural or item 5. Systems and Fixtures.
 - (3) The seller disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential property. The seller disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee involved in the transaction, and shall not be construed as a warranty of any kind by the seller or any real estate licensee involved in the transaction."
- Renumber the remaining section consecutively.

25

2627

28

29

30

31

3233

3435

36

SB 6745 - S AMD TO S AMD (S-5482.3/08) By Senators Tom, Fraser, and Benton

ADOPTED 02/18/2008

1 On page 31, line 3 of the title amendment, after "64.38.035," strike "and 64.38.040" and insert "64.38.040, and 64.06.020"

EFFECT: The requirement that a noncommercial seller of an HOA lot provide a noncommercial buyer with a resale certificate disclosing information on the HOA's finances, rules, and recent meetings is deleted.

The residential real property seller's disclosure statement under chapter 64.06 RCW (commonly referred to as "Form 17") is amended to require the seller to disclose contact information for the property's HOA if applicable.

--- END ---