<u>SHB 1420</u> - S AMD 354

By Senators Fraser, Berkey, Benton

PULLED 04/15/2009

Strike everything after the enacting clause and insert the following:

3 "**Sec. 1.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read 4 as follows:

5 (1) In a transaction for the sale of unimproved residential real 6 property, the seller shall, unless the buyer has expressly waived the 7 right to receive the disclosure statement under RCW 64.06.010, or 8 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to 9 the buyer a completed seller disclosure statement in the following 10 format and that contains, at a minimum, the following information:

11 INSTRUCTIONS TO THE SELLER

12 Please complete the following form. Do not leave any spaces blank. Ιf 13 the question clearly does not apply to the property write "NA." If the 14 answer is "yes" to any * items, please explain on attached sheets. 15 Please refer to the line number(s) of the question(s) when you provide 16 your explanation(s). For your protection you must date and sign each 17 page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five business days, 18 19 unless otherwise agreed, after mutual acceptance of a written contract 20 to purchase between a buyer and a seller.

21

NOTICE TO THE BUYER

24 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

25 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 26 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 27 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 28 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 29 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS

DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 1 2 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE 3 AGENT. STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER 4 THE TIME YOU ENTER INTO A SALE AGREEMENT. 5

6 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 7 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 8 9 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS 10 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF 11 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 12 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, 13 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER 14 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 15 16 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS 17 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT 18 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR 19 WARRANTIES.

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

21		I. S	SELLER'S	S DISCLOSURES:				
22	*If	*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						
23								
24		necessary, use an attached sheet.						
25					1. TITLE			
26	[]]	Yes []N	No []] Don't know	A. Do you have legal authority to sell			
27					the property? If no, please explain.			
28	[]]	Yes []N	No []] Don't know	*B. Is title to the property subject to			
29					any of the following?			
30					(1) First right of refusal			
31					(2) Option			
32					(3) Lease or rental agreement			
33					(4) Life estate?			
34	[]]	Yes []N	No []] Don't know	*C. Are there any encroachments,			
35					boundary agreements, or boundary			
36					disputes?			
37	[]`	Yes []N	No []] Don't know	*D. Is there a private road or easement			
38					agreement for access to the property?			

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

1	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
2				water availability from the water
3				purveyor serving the property? (If yes,
4				please attach a copy.)
5	[] Yes	[] No	[] Don't know	(7) Is there a water right permit,
6				certificate, or claim associated with
7				household water supply for the
8				property? (If yes, please attach a copy.)
9	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
10				certificate, or claim been assigned,
11				transferred, or changed?
12				*(b) If yes, has all or any portion of the
13 14				water right not been used for five or
15				more successive years? (((If yes, please explain.)))
16				-
17	[] Yes	[] No	[] Don't know	(c) If no or don't know, is the water
18 19				withdrawn from the water source less than 5,000 gallons a day?
	63.87			
20 21	[] Yes	[] No	[] Don't know	*(8) Are there any defects in the
21				operation of the water system (e.g., pipes, tank, pump, etc.)?
23				
				B. Irrigation Water
24 25	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights
25 26				for the property, such as a water right permit, certificate, or claim? (If yes,
20				please attach a copy.)
28	[] Yes	[] No	[] Don't know	
20	[] Tes	[] NO	[] Don't know	(a) If yes, has all or any portion of the water right not been used for five or
30				more successive years?
31	[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit,
32	[] 103	[]10		certificate, or claim been assigned,
33				transferred, or changed?
34	[] Yes	[] No	[] Don't know	$\underline{*}(2)$ Does the property receive
35	[] 105	[]110		irrigation water from a ditch company,
36				irrigation district, or other entity? If so,
37				please identify the entity that supplies
38				irrigation water to the property:
39				
40				C. Outdoor Sprinkler System
41	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system
42	[]	[]	[]=	for the property?
43	[] Yes	[] No	[] Don't know	$\underline{*}(2)$ If yes, are there any defects in the
44				system?
45	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
46				connected to irrigation water?
47				3. SEWER/SEPTIC SYSTEM
				5. SEWENDELIK SISTEM

1				A. The property is served by:
2				[] Public sewer system
3				[] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[] Other disposal system, please
7				describe:
8				
9	[]Yes	[] No	[] Don't know	B. Is the property subject to any
10	[] 105	[]110	[] 201111101	sewage system fees or charges in
11				addition to those covered in your
12				regularly billed sewer or on-site sewage
13				system maintenance service?
14				C. If the property is connected to an
15				on-site sewage system:
16	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
17	[] 105	[]10		construction?
18	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
19	[]	[]	[]	health department or district following
20				its construction?
21	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
22	[] 103	[]10		system?
23	[] Var	[] No	[] Don't know	-
23	[] Yes	[] NO	[] Don't know	(4) Is the septic system a gravity system?
				•
25	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
26				repairs to the on-site sewage system?
27	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
28				including the drainfield, located entirely
29				within the boundaries of the property?
30				If no, please explain:
31				
32	[] Yes	[] No	[] Don't know	*(7) Does the on-site sewage system
33				require monitoring and maintenance
34				services more frequently than once a
35				year? ((If yes, please explain:))
36				
37				4. ELECTRICAL/GAS
38	[] Yes	[] No	[] Don't know	A. Is the property served by natural
39				gas?
40	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
41	[] Yes	[] No] Don't know	C. Is the property served by electricity?
42				
42	[] Yes	[] No	[] Don't know	D. Is there a connection charge for
	c >			electricity?
44	[] Yes	[] No	[] Don't know	<u>*</u> E. Are there any electrical problems
45				on the property? ((If yes, please
46				explain:))
47				

1				5. FLOODING
2	[] Yes	[] No	[] Don't know	A. ((Are there any flooding, standing
3				water, or drainage problems on the
4				property or affecting access to the
5				property? If yes, please explain:
6				
7	[]]	(1))		
	[] Yes	[] No	[] Don't know	B.)) Is the property located in a
8 9				government designated flood zone or
				floodplain?
10				6. SOIL STABILITY
11	[] Yes	[] No	[] Don't know	<u>*</u> A. Are there any settlement, earth
12				movement, slides, or similar soil
13				problems on the property? ((If yes,
14				please explain:
15				·····
16	[] Yes	[] No	[] Don't know	B. Does any part of the property
17	[] 103	[]110		contain fill dirt, waste, or other fill
18				material? If yes, please explain:))
19				
20				7. ENVIRONMENTAL
21	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
22				standing water, or drainage problems on
23				the property that affect the property or
24				access to the property?
25	[] Yes	[] No	[] Don't know	*B. Does any part of the property
26				contain fill dirt, waste, or other fill
27				material?
28	[] Yes	[]No	[] Don't know	*C. Is there any material damage to the
29				property from fire, wind, floods, beach
30				movements, earthquake, expansive
31				soils, or landslides?
32	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
33	[] 103	[]10		floodplains, or critical areas on the
34				property?
	()) (
35	[] Yes	[] No	[] Don't know	*E. Are there any substances,
36				materials, or products in or on the
37				property that may be environmental
38				concerns, such as asbestos,
39				formaldehyde, radon gas, lead-based
40				paint, fuel or chemical storage tanks, or
41				contaminated soil or water?
42	[] Yes	[] No	[] Don't know	*F. Has the property been used for
43				commercial or industrial purposes?
44	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
45				contamination?

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1 2	[] Yes	[] No	[] Don't know	*H. Are there transmission poles((, transformers,-)) or other <u>electrical</u> utility
3				equipment installed, maintained, or
4				buried on the property that do not
5				provide utility service to the structures
б				on the property?
7	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
8				legal or illegal dumping site?
9	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
10				illegal drug manufacturing site?
11	[] Yes	[] No	[] Don't know	*K. Are there any radio towers (($\frac{in the}{in}$
12				area)) that ((may)) cause interference
13				with cellular telephone reception?
14				8. HOMEOWNERS'
15				ASSOCIATION/COMMON
16				INTERESTS
17	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association?
18				Name of association:
19				
20	[] Yes	[] No	[] Don't know	B. Are there regular periodic
21				assessments:
22				\$ per [] Month [] Year
23				[] Other
24	[] Yes	[] No	[] Don't know	*C. Are there any pending special
25				assessments?
26	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
27				areas" or any joint maintenance
28				agreements (facilities such as walls,
29				fences, landscaping, pools, tennis
30				courts, walkways, or other areas co-
31				owned in undivided interest with
32				others)?
33				9. OTHER FACTS
34	[] Yes	[] No	[] Don't know	<u>*</u> A. Are there any disagreements,
35				disputes, encroachments, or legal
36				actions concerning the property? ((H
37				yes, please explain:))
38				
39	[] Yes	[] No	[] Don't know	<u>*</u> B. Does the property have any plants
40				or wildlife that are designated as
41				species ((or [of])) of concern, or listed
42				as threatened or endangered by the
43				government?
44	[] Yes	[] No	[] Don't know	<u>*</u> C. Is the property classified or
45				designated as forest land or open space?
46				((If so, specify:))

1			
2	[] Yes [] No	[] Don't know	D. Do you have a forest management
3			plan? If yes, attach.
4	[] Yes [] No] Don't know	*E. Have any development-related
5			permit applications been submitted to
6			any government agencies? ((If so,
7			specify:))
8			·····
9			If the answer to E is "yes," what is the
10			status or outcome of those applications?
11			
12			10. FULL DISCLOSURE BY
13			SELLERS
14			A. Other conditions or defects:
15	[] Yes [] No	[] Don't know	*Are there any other existing material
16			defects affecting the property that a
17			prospective buyer should know about?
18			B. Verification:
19			The foregoing answers and attached
20			explanations (if any) are complete and
21			correct to the best of my/our knowledge
22			and I/we have received a copy hereof.
23			I/we authorize all of my/our real estate
24			licensees, if any, to deliver a copy of
25			this disclosure statement to other real
26			estate licensees and all prospective
27			buyers of the property.
28	DATE	SELLER	SELLER
29	51112		
			E TO BUYER
30			TERED SEX OFFENDERS MAY BE
31			ORCEMENT AGENCIES. THIS NOTICE
32			DU OF WHERE TO OBTAIN THIS
33			DICATION OF THE PRESENCE OF
34	REGISTERED SI	EX OFFENDERS.	
35	II. B	UYER'S ACKNOWLI	EDGMENT
36	А	Buwar baraby ac	knowledges that: Buyer has a duty to pay
37	А	5 5	to any material defects that are known to
38		e	known to Buyer by utilizing diligent
39		attention and obs	
40	B		set forth in this statement and in any
41			his statement are made only by the Seller
42		and not by any re	eal estate licensee or other party.
43	C.	Buyer acknowled	dges that, pursuant to RCW 64.06.050(2),
44			ees are not liable for inaccurate information
45		provided by Selle	er, except to the extent that real estate
46		licensees know o	f such inaccurate information.

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

(2) If the disclosure statement is being completed for a property for which the maximum allowable development after full subdivision would be more than four residential units or structures, the disclosure statement is only required to contain and the seller is only required to complete the questions listed in item 7. Environmental.

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. 2.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read 34 as follows:

(1) In a transaction for the sale of improved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or 1 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to 2 the buyer a completed seller disclosure statement in the following 3 format and that contains, at a minimum, the following information:

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FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE

1	BUYER AND SELLER	MAY W	IISH	TO OBTAI	IN PROFESSIONAL ADVICE OR INSPECTIONS
2	OF THE PROPERTY	OR T	O PR	OVIDE A	PPROPRIATE PROVISIONS IN A CONTRACT
3	BETWEEN THEM WI		ESPEC		ANY ADVICE, INSPECTION, DEFECTS OR
		IN KI	COPEC	,1 10 F	MI ADVICE, INSPECTION, DEFECTS OR
4	WARRANTIES.				
5	Seller is	/		is not c	occupying the property.
6			I. SELLI	ER'S DISCLOSURI	28:
7		*If you answ	wer "Yes" to	a question with an a	sterisk (*), please explain your answer
8 9		and attach d	ocuments, i	f available and not ot	herwise publicly recorded. If necessary,
2		use an attac	hed sheet.		
10					1. TITLE
11		[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell
12					the property? If no, please explain.
13		[] Yes	[] No	[] Don't know	*B. Is title to the property subject to
14					any of the following?
15					(1) First right of refusal
16					(2) Option(3) Lease or rental agreement
17 18					(3) Lease of Tental agreement (4) Life estate?
19		[] Yes	[] No	[] Don't know	(+) Life estate : *C. Are there any encroachments,
20		[] 105	[]110	[] Doirt Kilow	boundary agreements, or boundary
21					disputes?
22		[] Yes	[] No	[] Don't know	*D. Is there a private road or easement
23					agreement for access to the property?
24		[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,
25 26					easements, or access limitations that
27					may affect the Buyer's use of the property?
28		[] Yes	[] No	[] Don't know	*F. Are there any written agreements
29					for joint maintenance of an easement or
30					right-of-way?
31		[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,
32 33					or notice that would adversely affect the property?
34		[] Yes	[] No	[] Don't know	*H. Are there any pending or existing
35		[] 105	[]10		assessments against the property?
36		[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
37					nonconforming uses, or any unusual
38 39					restrictions on the property that would affect future construction or
40					remodeling?
41		[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
42					property?

1	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
2 3				conditions, or restrictions ((which
				affect)) recorded against the property?
4				2. WATER
5				A. Household Water
6				(1) The source of water for the
7				property is:
8				[] Private or publicly owned water
9				system
10 11				[] Private well serving only the subject property
12				*[] Other water system
13	[] Yes	[] No	[] Don't know	*If shared, are there any written
14	[] 103	[]10		agreements?
15	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
16	[] 103	[]10		or unrecorded) for access to and/or
17				maintenance of the water source?
18	[] Yes	[] No	[] Don't know	*(3) Are there any ((known))
19				problems or repairs needed?
20	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
21				source provided an adequate
22				year-round supply of potable
23				water? If no, please explain.
24	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
25				systems for the property? If yes,
26				are they []Leased []Owned
27	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
28 29				the property associated with its
30				domestic water supply, such as a water right permit, certificate, or
31				claim?
32	[]Yes	[] No] Don't know	(a) If yes, has the water right
33	[]	[]	[] =	permit, certificate, or claim been
34				assigned, transferred, or changed?
35				<u>*(b)</u> If yes, has all or any portion of
36				the water right not been used for
37				five or more successive years? (((#f
38				yes, please explain.)))
39				(c) If no or don't know, is the water
40				withdrawn from the water source
41				less than five thousand gallons a
42				<u>day?</u>
43	[] Yes	[] <u>No</u>	[] Don't know	*(7) Are there any defects in the
44 45				operation of the water system (e.g.
				pipes, tank, pump, etc.)?
46				
47				B. Irrigation Water

1	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
2				rights for the property, such as a
3				water right permit, certificate, or
4				claim?
5	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
6				the water right not been used for
7				five or more successive years?
8	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
9				available? (If yes, please attach a
10				copy.)
11	[] Yes	[] No	[] Don't know	$\underline{*}(c)$ If so, has the water right
12				permit, certificate, or claim been
13				assigned, transferred, or changed?
14				((If so, explain:))
15				
16	[] Yes	[] No	[] Don't know	$\underline{*}(2)$ Does the property receive
17				irrigation water from a ditch
18				company, irrigation district, or
19				other entity? If so, please identify
20 21				the entity that supplies water to the
				property:
22				
23				C. Outdoor Sprinkler System
24	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
25				system for the property?
26	[] Yes	[] No	[] Don't know	$\underline{*}(2)$ If yes, are there any defects in
27				the system?(())
28	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
29				connected to irrigation water?
30				3. SEWER/ON-SITE SEWAGE
31				SYSTEM
32				A. The property is served by:
33				[] Public sewer system,
34				[] On-site sewage system (including
35				pipes, tanks, drainfields, and all other
36				component parts)
37				[] Other disposal system, please
38				describe:
39				
40	[] Yes	[] No	[] Don't know	B. If public sewer system service is
41				available to the property, is the house
42				connected to the sewer main? If no,
43				please explain.
44				

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1	[] Yes	[] No	[] Don't know	<u>*</u> C. Is the property subject to any
2				sewage system fees or charges in
3				addition to those covered in your
4				regularly billed sewer or on-site sewage
5				system maintenance service?
6				D. If the property is connected to an
7				on-site sewage system:
8	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
9				construction, and was it approved
10				by the local health department or
11				district following its construction?
12				(2) When was it last pumped((÷)) ?
13				
14	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
15				operation of the on-site sewage
16				system?
17			[] Don't know	(4) When was it last inspected?
18				
19				By whom:
20			[] Don't know	(5) For how many bedrooms was
21				the on-site sewage system
22				approved?
23				bedrooms
24	[] Yes	[] No] Don't know	E. Are all plumbing fixtures, including
25				laundry drain, connected to the
26				sewer/on-site sewage system? If no,
27				please explain:
28	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
29				repairs to the on-site sewage system?
30	[] Yes	[] No] Don't know	G. Is the on-site sewage system,
31				including the drainfield, located entirely
32				within the boundaries of the property?
33				If no, please explain.
34				
35	[] Yes	[] No	[] Don't know	<u>*</u> H. Does the on-site sewage system
36				require monitoring and maintenance
37				services more frequently than once a
38				year? ((If yes, please explain.))
39				
40	NOTICE: I	F THIS RE	SIDENTIAL REAL F	PROPERTY DISCLOSURE
41	STATEME	NT IS BEIN	G COMPLETED FC	R NEW CONSTRUCTION WHICH
42	HAS NEVE	R BEEN O	CCUPIED, THE SEL	LER IS NOT REQUIRED TO
43		-		ITEM 4. STRUCTURAL OR ITEM
44	5. SYSTEM	IS AND FE	XTURES	
45				4. STRUCTURAL
46	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
47	[] 103	[]110	L J DON'T KHOW	five years?
				<u> </u>

1 2	[] Yes	[] No	[] Don't know	*B. Has the ba leaked?	sement flooded or
3 4	[] Yes	[] No	[] Don't know	*C. Have there additions, or re	e been any conversions, modeling?
5	[] Yes	[] No	[] Don't know	*(1) If yes	s, were all building
6				permits ob	
7 8	[] Yes	[] No	[] Don't know	-	s, were all final s obtained?
9	[] Yes	[] No	[] Don't know	-	ow the age of the house?
10				If yes, year of o	original construction:
11					
12	[] Yes	[] No	[] Don't know		been any settling,
13 14				improvements?	ding of the property or its
15	[] Yes	[] No	[] Don't know	-	any defects with the
16				following: (If	yes, please check
17				applicable item	s and explain.)
18		undations	□ Decks		Exterior Walls
19	□ Ch	imneys	Interi	or Walls	□ Fire Alarm
20		ors	□ Wind	OWS	Patio
21	□ Ce	ilings	□ Slab I	loors	Driveways
22	□ Po		□ Hot T		🗆 Sauna
23	\Box Sic	lewalks	□ Outbu	ildings	Fireplaces
24		rage Floors	□ Walk	-	□ Siding
24 25	□ Ga □ Otl	-	□ Walk	-	□ Siding
25 26		-		Stoves *G. Was a s	structural pest or "whole
25 26 27	□ Oti	her	□ Wood	Stoves *G. Was a s house" inspect	structural pest or "whole ion done? If yes, when
25 26	□ Oti	her	□ Wood	Stoves *G. Was a s house" inspect and by who	structural pest or "whole
25 26 27 28	□ Oti	her	□ Wood	*G. Was a s house" inspect and by who completed?	structural pest or "whole ion done? If yes, when m was the inspection
25 26 27 28 29 30 31	□ Oti	her []No	□ Wood	Stoves *G. Was a s house" inspect and by who completed? H. During you property had ar	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying
25 26 27 28 29 30 31 32	□ Otl	her [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a s house" inspect and by who completed? H. During you property had ar organism or pe	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation?
25 26 27 28 29 30 31 32 33	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation?
25 26 27 28 29 30 31 32 33 33	□ Otl	her [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a s house" inspect and by who completed? H. During you property had ar organism or pe	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation?
25 26 27 28 29 30 31 32 33 34 35	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS A	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? nsulated? ent insulated? AND FIXTURES
25 26 27 28 29 30 31 32 33 34 35 36	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS *A. If any of the store	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? isulated? ent insulated? AND FIXTURES the following systems or
25 26 27 28 29 30 31 32 33 34 35	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS *A. If any of the fixtures are inc	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? nsulated? ent insulated? AND FIXTURES
25 26 27 28 29 30 31 32 33 34 35 36 37	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS *A. If any of the fixtures are inc	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? asulated? ent insulated? AND FIXTURES the following systems or luded with the transfer,
25 26 27 28 29 30 31 32 33 34 35 36 37 38	□ Otl []Yes []Yes] No [] No [] No	□ Wood []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS *A. If any of the fixtures are ince are there any do explain.	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? asulated? ent insulated? AND FIXTURES the following systems or luded with the transfer,
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	□ Otl [] Yes [] Yes [] Yes [] Yes	l] No [] No [] No [] No [] No	□ Wood []Don't know []Don't know []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS J. *A. If any of the fixtures are ince are there any de explain. Electrical wiring, sw	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? insulated? ent insulated? AND FIXTURES the following systems or luded with the transfer, efects? If yes, please
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42	□ Otl [] Yes [] Yes [] Yes [] Yes] No [] No [] No [] No [] No	□ Wood] Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS . *A. If any of the fixtures are inc are there any do explain. Electrical wiring, sw service	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ay wood destroying st infestation? asulated? ent insulated? AND FIXTURES the following systems or luded with the transfer, efects? If yes, please
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	□ Otl [] Yes [] Yes [] Yes [] Yes	l] No [] No [] No [] No [] No	□ Wood []Don't know []Don't know []Don't know []Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS . *A. If any of the fixtures are inc are there any do explain. Electrical wiring, sw service Plumbing	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? husulated? ent insulated? AND FIXTURES the following systems or luded with the transfer, effects? If yes, please
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	□ Otl [] Yes [] Yes [] Yes [] Yes] No [] No [] No [] No [] No	□ Wood] Don't know	Stoves *G. Was a shouse" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS . *A. If any of the fixtures are inc are there any do explain. Electrical wiring, sw service Plumbing	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ny wood destroying st infestation? asulated? ent insulated? AND FIXTURES the following systems or luded with the transfer, effects? If yes, please l system, including itches, outlets, and g system, including pipes, ctures, and toilets
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	□ Otl [] Yes [] Yes [] Yes [] Yes [] Yes	No No No No No	□ Wood []Don't know]Don't know]Don't know]Don't know]Don't know	Stoves *G. Was a s house" inspect and by who completed? H. During you property had ar organism or pe I. Is the attic ir J. Is the basem 5. SYSTEMS *A. If any of the fixtures are ince are there any de explain. Electrical wiring, sw service Plumbing faucets, fix	structural pest or "whole ion done? If yes, when m was the inspection r ownership, has the ty wood destroying st infestation? usulated? ent insulated? AND FIXTURES the following systems or luded with the transfer, effects? If yes, please a system, including itches, outlets, and g system, including pipes, stures, and toilets r tank

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1	[] Yes	[] No	[] Don't know	Appliances
2	[] Yes	[] No	[] Don't know	Sump pump
3	[] Yes	[] No	[] Don't know	Heating and cooling systems
4	[] Yes	[] No	[] Don't know	Security system
5				[] Owned [] Leased
6				Other
7				*B. If any of the following fixtures or
8				property is included with the transfer,
9 10				are they leased? (If yes, please attach
	[] ¥	[]]]-		copy of lease.)
11	[] Yes	[] No	[] Don't know	Security system
12	[] Yes	[] No	[] Don't know	Tanks (type):
13 14	[] Yes	[] No	[] Don't know	Satellite dish Other:
15				
15				<u>*C. Are any of the following kinds of</u> wood burning appliances present at the
17				property?
18	[] Yes	[] No	[] Don't know	(1) Woodstove?
19	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
20	[] Yes	[] No	[] Don't know	(3) Pellet stove?
21	[] Yes	[] No] Don't know	(4) Fireplace?
22	[] Yes	[] No] Don't know	If yes, are all of the (1) woodstoves
23				or (2) fireplace inserts certified by
24				the U.S. Environmental Protection
25				Agency as clean burning appliances
26				to improve air quality and public
27				health?
28 29				6. HOMEOWNERS'
30				ASSOCIATION/COMMON
				INTERESTS
31	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
32				Association? Name of Association:
33				
34 35	[] Yes	[] No	[] Don't know	B. Are there regular periodic
				assessments:
36 37				\$ per [] Month [] Year [] Other
38	[]Yes	[] No] Don't know	*C. Are there any pending special
39	[] 103	[]110	L] Don't Know	assessments?
40	[] Yes	[] No] Don't know	*D. Are there any shared "common
41	[]			areas" or any joint maintenance
42				agreements (facilities such as walls,
43				fences, landscaping, pools, tennis
44				courts, walkways, or other areas co-
45 46				owned in undivided interest with others)?
40				ouers):
1				7. ENVIRONMENTAL

1 2 3 4	[] Yes	[] No	[] Don't know	*A. Have there been any <u>flooding</u> , <u>standing water</u> , or drainage problems on the property <u>that affect the property or</u> <u>access to the property</u> ?
5 6 7	[] Yes	[] No	[] Don't know	*B. Does <u>any part of</u> the property contain fill <u>dirt, waste, or other fill</u> material?
8 9 10 11	[] 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?
12 13 14	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
15 16 17 18 19 20 21	[]Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products <u>in or</u> 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?
22 23	[] Yes	[] No	[] Don't know	*F. Has the property been used for commercial or industrial purposes?
24 25	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater contamination?
26 27 28 29 30 31	[]Yes	[] No	[] Don't know	*H. Are there transmission poles((, transformers,)) or other <u>electrical</u> utility equipment installed, maintained, or buried on the property <u>that do not</u> <u>provide utility service to the structures</u> <u>on the property</u> ?
32 33	[] Yes	[] No	[] Don't know	*I. Has the property been used as a legal or illegal dumping site?
34 35	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
36 37 38	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that ((may)) cause interference with <u>cellular</u> telephone reception?
39 40				8. MANUFACTURED AND MOBILE HOMES
41 42				If the property includes a manufactured or mobile home,
43 44 45	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:

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1 2	I	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any alterations to the home? ((If yes, please
3 4 5 6	ſ	[] Yes	[] No	[] Don't know	describe the alterations:)) *C. If alterations were made, were permits or variances for these alterations obtained?
7 8					9. FULL DISCLOSURE BY SELLERS
9					A. Other conditions or defects:
10 11	ſ	[] Yes	[] No	[] Don't know	*Are there any other existing material defects affecting the property that a
12					prospective buyer should know about?
13					B. Verification:
14 15					The foregoing answers and attached explanations (if any) are complete and
16					correct to the best of my/our knowledge
17 18					and I/we have received a copy hereof.
19					I/we authorize all of my/our real estate licensees, if any, to deliver a copy of
20					this disclosure statement to other real
21					estate licensees and all prospective
22					buyers of the property.
23	I	DATE		SELLER	SELLER
				NOTICE TO T	HE BUYER
24					
24 25	I	INFORMAT	ON REGA		ED SEX OFFENDERS MAY
				RDING REGISTER	ED SEX OFFENDERS MAY DRCEMENT AGENCIES. THIS
25	I	BE OBTAIN	ED FROM	RDING REGISTERI LOCAL LAW ENFO	
25 26	Ĩ	BE OBTAIN NOTICE IS I	ED FROM NTENDEI	RDING REGISTERI LOCAL LAW ENFO ONLY TO INFORM	DRCEMENT AGENCIES. THIS
25 26 27	ן ז ר	BE OBTAIN NOTICE IS I	ED FROM NTENDEI MATION	RDING REGISTERI LOCAL LAW ENFO ONLY TO INFORM AND IS NOT AN IN	DRCEMENT AGENCIES. THIS 1 YOU OF WHERE TO OBTAIN
25 26 27 28	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF	RDING REGISTERI LOCAL LAW ENFO ONLY TO INFORM AND IS NOT AN IN	DRCEMENT AGENCIES. THIS 1/YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF
25 26 27 28 29	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF	RDING REGISTERI LOCAL LAW ENFO OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED	DRCEMENT AGENCIES. THIS 1/YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF
25 26 27 28 29 30	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE	RDING REGISTERI LOCAL LAW ENFO OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby ackno	DRCEMENT AGENCIES. THIS A YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT
25 26 27 28 29 30 31	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE	RDING REGISTERI LOCAL LAW ENF(OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby ackno diligent attention to	DRCEMENT AGENCIES. THIS A YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT wledges that: Buyer has a duty to pay
25 26 27 28 29 30 31 32	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE	RDING REGISTERI LOCAL LAW ENF(OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby ackno diligent attention to	ORCEMENT AGENCIES. THIS If YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT wledges that: Buyer has a duty to pay any material defects that are known to wn to Buyer by utilizing diligent
25 26 27 28 29 30 31 32 33	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE	RDING REGISTERI LOCAL LAW ENF(OOLLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby acknow diligent attention to a Buyer or can be know attention and observe	ORCEMENT AGENCIES. THIS If YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT wledges that: Buyer has a duty to pay any material defects that are known to wn to Buyer by utilizing diligent
25 26 27 28 29 30 31 32 33 34	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE A.	RDING REGISTERI LOCAL LAW ENFO OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby ackno diligent attention to a Buyer or can be kno attention and observa The disclosures set a	ORCEMENT AGENCIES. THIS A YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT wledges that: Buyer has a duty to pay any material defects that are known to wn to Buyer by utilizing diligent ation.
25 26 27 28 29 30 31 32 33 34 35	ן ז ר	BE OBTAIN NOTICE IS I THIS INFOR	ED FROM NTENDEI MATION D SEX OF II. BUYE A.	RDING REGISTERI LOCAL LAW ENFO OONLY TO INFORM AND IS NOT AN IN FENDERS. R'S ACKNOWLED Buyer hereby ackno diligent attention to a Buyer or can be kno attention and observa The disclosures set a amendments to this s	ORCEMENT AGENCIES. THIS A YOU OF WHERE TO OBTAIN DICATION OF THE PRESENCE OF GMENT wledges that: Buyer has a duty to pay any material defects that are known to wn to Buyer by utilizing diligent ation. forth in this statement and in any
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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.

5 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 6 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 7 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 8 9 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 10 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 11 12 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 13 AGREEMENT.

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14 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE 15 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE 16 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

18 (2) If the disclosure statement is being completed for new 19 construction which has never been occupied, the disclosure statement is 20 not required to contain and the seller is not required to complete the 21 questions listed in item 4. Structural or item 5. Systems and 22 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.

30 **Sec. 3.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read 31 as follows:

32 (1) If, after the date that a seller of residential real property 33 completes a real property transfer disclosure statement, the seller 34 ((becomes aware)) learns from a source other than the buyer or others 35 acting on the buyer's behalf such as an inspector of additional 36 information((-)) or an adverse change ((occurs)) which makes any of the

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

(2) In the event any act, occurrence, or agreement arising or becoming known after the closing of a residential real property transfer causes a real property transfer disclosure statement to be inaccurate in any way, the seller of such property shall have no obligation to amend the disclosure statement, and the buyer shall not 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 disclosure statement as required under this chapter, the prospective 29 30 buyer's right of rescission under this section shall apply until the earlier of three business days after receipt of the real property 31 transfer disclosure statement or the date the transfer has closed, 32 unless the buyer has otherwise waived the right of rescission in 33 writing. Closing is deemed to occur when the buyer has paid the 34 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

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

3 <u>NEW SECTION.</u> **Sec. 4.** This act applies prospectively only and not 4 retroactively. It applies only to sales of property that arise on or 5 after the effective date of this section."

<u>SHB 1420</u> - S AMD By Senators Fraser, Berkey, Benton

PULLED 04/15/2009

6 On page 1, line 1 of the title, after "disclosure;" strike the 7 remainder of the title and insert "amending RCW 64.06.015, 64.06.020, 8 and 64.06.040; and creating a new section."

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