CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1420

61st Legislature 2009 Regular Session

Passed by the House April 24, 2009 Yeas 58 Nays 36

Speaker of the House of Representatives

Passed by the Senate April 22, 2009 Yeas 49 Nays 0

President of the Senate

Approved

CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1420** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

Secretary of State State of Washington

Governor of the State of Washington

SUBSTITUTE HOUSE BILL 1420

AS AMENDED BY THE SENATE

Passed Legislature - 2009 Regular Session

State of Washington 61st Legislature 2009 Regular Session

By House Commerce & Labor (originally sponsored by Representatives Conway, Condotta, Maxwell, Williams, Chandler, Wood, Hinkle, and Kelley)

READ FIRST TIME 02/10/09.

AN ACT Relating to real estate seller disclosure; amending RCW 64.06.005, 64.06.015, 64.06.020, and 64.06.040; and creating a new section.

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

5 **Sec. 1.** RCW 64.06.005 and 2007 c 107 s 2 are each amended to read 6 as follows:

7 The definitions in this section apply throughout this chapter 8 unless the context clearly requires otherwise.

9 (1) "Improved residential real property" means:

10 (a) Real property consisting of, or improved by, one to four 11 residential dwelling units;

(b) A residential condominium as defined in RCW 64.34.020(9),
unless the sale is subject to the public offering statement requirement
in the Washington condominium act, chapter 64.34 RCW;

(c) A residential timeshare, as defined in RCW 64.36.010(11),
unless subject to written disclosure under the Washington timeshare
act, chapter 64.36 RCW; or

(d) A mobile or manufactured home, as defined in RCW 43.22.335 or46.04.302, that is personal property.

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(2) "Residential real property" means both improved and unimproved
 residential real property.

3 (3) "Seller disclosure statement" means the form to be completed by4 the seller of residential real property as prescribed by this chapter.

5 (4) "Unimproved residential real property" means property zoned for 6 residential use that is not improved by residential dwelling units, a 7 residential condominium, a residential timeshare, or a mobile or 8 manufactured home. <u>It does not include property defined as "timber</u> 9 <u>land" under RCW 84.34.020.</u>

10 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read 11 as follows:

(1) In a transaction for the sale of unimproved 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 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

18 INSTRUCTIONS TO THE SELLER

19 Please complete the following form. Do not leave any spaces blank. Ιf 20 the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. 21 22 Please refer to the line number(s) of the question(s) when you provide 23 your explanation(s). For your protection you must date and sign each 24 page of this disclosure statement and each attachment. Delivery of the 25 disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract 26 27 to purchase between a buyer and a seller.

NOTICE TO THE BUYER

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

32 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 33 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 34 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 35 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 36 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS

28

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

6 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 7 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS 8 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 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 13 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, 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. SELL	ER'S DISCLOSURI	ES:				
22	*If you a	nswer "Yes"	to a question with ar	asterisk (*), please explain your answer				
23	-	and attach documents, if available and not otherwise publicly recorded. If						
24		necessary, use an attached sheet.						
25				1. TITLE				
26	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell				
27				the property? If no, please explain.				
28	[] Yes	[] 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	[] No	[] Don't know	*C. Are there any encroachments,				
35				boundary agreements, or boundary				
36				disputes?				
37	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement				
38				agreement for access to the property?				

1 2 3 4	[] 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 property?
5 6 7	[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
8 9 10	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
11 12	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
13 14 15 16 17	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that ((would)) affect future construction or remodeling?
18 19	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the property?
20 21 22 23	[] Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions ((which affeet)) <u>recorded against title to</u> the property?
24				2. WATER
24 25				2. WATERA. Household Water
	[] Yes	[] No	[] Don't know	
25 26	[] Yes	[] No	[] Don't know	A. Household Water(1) Does the property have potable
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 property is: [] Private or publicly owned water
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	[]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				 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 33	[] Yes [] Yes	[] No [] 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
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 38 39 40	[] Yes [] Yes	[] No [] 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

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				<u>*(b)</u> If yes, has all or any portion of the
13				water right not been used for five or
14				more successive years? (((If yes, please
15				explain.)))
16				•
	() X	() N		
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?
20	[] Yes	[] No	[] Don't know	*(8) Are there any defects in the
21				operation of the water system (e.g.,
22				pipes, tank, pump, etc.)?
23				B. Irrigation Water
24	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights
25				for the property, such as a water right
26				permit, certificate, or claim? (If yes,
27				please attach a copy.)
28	[] Yes	[] No	[] Don't know	(a) If yes, has all or any portion of the
29				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	[]	[]	[]=	certificate, or claim been assigned,
33				transferred, or changed?
34		[]No	[] Don't know	-
35	[] Yes	[] No	[] Don't know	<u>*</u> (2) Does the property receive
35 36				irrigation water from a ditch company,
37				irrigation district, or other entity? If so,
38				please identify the entity that supplies 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		L 3 ····	.,	connected to irrigation water?
47				
± /				3. SEWER/SEPTIC SYSTEM

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	[] Ye	es []N	o [] Don't ki	bow B. Is the property subject to any
10				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	[] Yo	es []N	o [] Don't ki	(1) Was a permit issued for its
17				construction?
18	[] Yo	es []N	o [] Don't ki	(2) Was it approved by the local
19				health department or district following
20				its construction?
21	[] Ye	es []N	o [] Don't ki	now (3) Is the septic system a pressurized
22				system?
23	[] Yo	es []N	o [] Don't ki	now (4) Is the septic system a gravity
24	[]		[]=	system?
25	[] Yo	es []N	o []Don't ki	
25		es []P		repairs to the on-site sewage system?
27	[] Ye	es []N	o [] Don't ki	
28 29				including the drainfield, located entirely
30				within the boundaries of the property? If no, please explain:
31				
32	[]Yo	es []N	o [] Don't ki	how $\underline{*}(7)$ 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	[] Y(es []N	o [] Don't ki	
39	[] •	[]]		gas?
40	[] Yo	es []N	o [] Don't ki	-
41	[] Ye			
42	[]Yo	es []N	o [] Don't ki	D. Is there a connection charge for
43				electricity?
44	[] Ye	es []N	o [] Don't ki	how <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	[] Yes	= []No	[] Don't know	B.)) Is the property located in a
8				government designated flood zone or
9				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		B. Does any part of the property
17				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 <u>flooding</u> ,
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				floodplains, or critical areas on the
34				property?
35	[] Yes	[] No	[] Don't know	*E. Are there any substances,
36	[] 103	[]]10	[] Don't know	materials, or products <u>in or</u> 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
40				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?

1	[] Yes	[] No	[] Don't know	*H. Are there transmission $poles((;$
2				transformers,)) or other electrical utility
3				equipment installed, maintained, or
4				buried on the property that do not
5				provide utility service to the structures
6				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 (($\frac{1}{100}$
12				area)) that ((may)) cause interference
13				with <u>cellular</u> 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	[] 103	[]10		assessments:
22				\$per[] Month [] Year
23				1
				[] 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 29				agreements (facilities such as walls,
30				fences, landscaping, pools, tennis courts, walkways, or other areas co-
31				owned in undivided interest with
32				others)?
33				
55				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? ((Hf
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	<u>*</u> 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				
13				10. FULL DISCLOSURE BY
				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				TO BUYER
30	INFORM			ERED SEX OFFENDERS MAY BE
31				RCEMENT AGENCIES. THIS NOTICE
32				OF WHERE TO OBTAIN THIS
33				CATION OF THE PRESENCE OF
34			OFFENDERS.	
35	nuoio re			
55		II. BUYI	ER'S ACKNOWLEI	DGMENT
36		А.	Buyer hereby ackr	nowledges that: Buyer has a duty to pay
37			diligent attention to	o any material defects that are known to
38			Buyer or can be kn	own to Buyer by utilizing diligent
39			attention and obser	vation.
40		В.	The disclosures se	t forth in this statement and in any
41			amendments to this	s statement are made only by the Seller
42			and not by any real	estate licensee or other party.
43		C.	Buyer acknowledg	es that, pursuant to RCW 64.06.050(2),
44			real estate licensee	s are not liable for inaccurate information
45			provided by Seller,	except to the extent that real estate
46			licensees know of	such inaccurate information.

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

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

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

(2) 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.

28 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read 29 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 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:

36 INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. 1 Ιf 2 the question clearly does not apply to the property write "NA." If the 3 answer is "yes" to any * items, please explain on attached sheets. 4 Please refer to the line number(s) of the question(s) when you provide 5 your explanation(s). For your protection you must date and sign each page of this disclosure statement and each attachment. Delivery of the б 7 disclosure statement must occur not later than five business days, 8 unless otherwise agreed, after mutual acceptance of a written contract 9 to purchase between a buyer and a seller.

10

NOTICE TO THE BUYER

14 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 15 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE 16 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 17 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 18 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 19 20 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S 21 IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE AGENT. 22 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER 23 THE TIME YOU ENTER INTO A SALE AGREEMENT.

24 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 25 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS 26 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 27 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

28 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS 29 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF 30 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 31 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ROOFERS, BUILDING INSPECTORS, 32 ELECTRICIANS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 33 34 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT 35 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR 36 37 WARRANTIES.

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1	Seller is	/		is not o	occupying the property.			
2			I. SELL	ER'S DISCLOSUR	ES:			
3 4 5	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.							
6					1. TITLE			
7 8		[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property? If no, please explain.			
9 10		[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following?			
11					(1) First right of refusal			
12					(2) Option			
13					(3) Lease or rental agreement			
14					(4) Life estate?			
15 16 17		[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?			
18		[] Yes	[] No	[] Don't know	*D. Is there a private road or easement			
19		[] 105	[]110		agreement for access to the property?			
20 21 22		[] 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			
23					property?			
24 25 26		[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?			
27 28 29		[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?			
30 31		[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?			
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33					nonconforming uses, or any unusual			
34					restrictions on the property that would			
35 36					affect future construction or remodeling?			
37		[] Yes	[] No] Don't know	*J. Is there a boundary survey for the			
38		[] 105	[]110	L J DON'T KHOW	property?			
39		[] Yes	[] No	[] Don't know	*K. Are there any covenants,			
40					conditions, or restrictions ((which			
41					affect)) recorded against the property?			
42					2. WATER			
43					A. Household Water			

1				(1) The second of water for the
2				(1) The source of water for the property is:
3				[] Private or publicly owned water
4				system
5				[] Private well serving only the
б				subject property
7				*[] Other water system
8 9	[] Yes	[] No	[] Don't know	*If shared, are there any written agreements?
10	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
11				or unrecorded) for access to and/or
12				maintenance of the water source?
13	[] Yes	[] No	[] Don't know	*(3) Are there any ((known))
14				problems or repairs needed?
15	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
16				source provided an adequate
17				year-round supply of potable
18				water? If no, please explain.
19	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
20 21				systems for the property? If yes,
	C 3 87			are they []Leased []Owned
22 23	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for the property associated with its
24				domestic water supply, such as a
25				water right permit, certificate, or
26				claim?
27	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
28				permit, certificate, or claim been
29				assigned, transferred, or changed?
30				<u>*</u> (b) If yes, has all or any portion of
31				the water right not been used for
32				five or more successive years? (((H
33				yes, please explain.)))
34	[] Yes	[] No	[]Don't know	${}(7)$ Are there any defects in the
35				operation of the water system (e.g.
36				pipes, tank, pump, etc.)?
37				
38				B. Irrigation Water
39	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
40				rights for the property, such as a
41				water right permit, certificate, or
42				claim?
43	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
44				the water right not been used for
45				five or more successive years?

[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
			available? (If yes, please attach a
			copy.)
[] Yes	[] No	[] Don't know	$\underline{*}(c)$ If so, has the water right
			permit, certificate, or claim been
			assigned, transferred, or changed?
			((If so, explain:))
[] Yes	[] No	[] Don't know	$\underline{*}(2)$ Does the property receive
			irrigation water from a ditch
			company, irrigation district, or
			other entity? If so, please identify
			the entity that supplies water to the
			property:
			C. Outdoor Sprinkler System
[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
			system for the property?
[] Yes	[] No	[] Don't know	$\underline{*}(2)$ If yes, are there any defects in
			the system?(())
[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
			connected to irrigation water?
			3. SEWER/ON-SITE SEWAGE
			SYSTEM
			A. The property is served by:
			[] Public sewer system,
			[] On-site sewage system (including
			pipes, tanks, drainfields, and all other
			component parts)
			[] Other disposal system, please
			describe:
[] Yes	[] No	[] Don't know	B. If public sewer system service is
			available to the property, is the house
			connected to the sewer main? If no,
			please explain.
[] Yes	[] No	[] Don't know	<u>*</u> C. Is the property subject to any
			sewage system fees or charges in
			addition to those covered in your
			regularly billed sewer or on-site sewage
			regularly billed sewer or on-site sewage system maintenance service?
	[] Yes [] Yes [] Yes [] Yes [] Yes	[]Yes []No []Yes []No []Yes []No []Yes []No	[]Yes []No []Don't know []Yes []No []Don't know []Yes []No []Don't know []Yes []No []Don't know

1	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
2				construction, and was it approved
3				by the local health department or
4				district following its construction?
5				(2) When was it last pumped((\div)) <u>?</u>
б				
7	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
8				operation of the on-site sewage
9				system?
10			[] Don't know	(4) When was it last inspected?
11				
12				By whom:
13			[] Don't know	(5) For how many bedrooms was
14				the on-site sewage system
15				approved?
16				bedrooms
17	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
18				laundry drain, connected to the
19				sewer/on-site sewage system? If no,
20				please explain:
21	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
22				repairs to the on-site sewage system?
23	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
24				including the drainfield, located entirely
25				within the boundaries of the property?
26				If no, please explain.
27				
28	[] Yes	[] No	[] Don't know	<u>*</u> H. Does the on-site sewage system
29				require monitoring and maintenance
30				services more frequently than once a
31 32				year? ((If yes, please explain.))
33				PROPERTY DISCLOSURE
34 35				OR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO
36			,	
37		EMS AND F		IN ITEM 4. STRUCTURAL OR ITEM
38	5. 5151		INTORES	
50				4. STRUCTURAL
39	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
40				five years?
41	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or
42				leaked?
43	[] Yes	[] No	[] Don't know	*C. Have there been any conversions,
44				additions, or remodeling?
45	[] Yes	[] No	[] Don't know	*(1) If yes, were all building
46				permits obtained?

1 2	[] Yes	[] No	[] Don't know	*(2) If yes inspections	, were all final s obtained?
3	[]Yes	[] No	[] Don't know	-	w the age of the house?
4	[] 103	[]10			riginal construction:
5					-
6 7	[] Yes	[] No	[] Don't know		been any settling,
8					ling of the property or its
	63.87			improvements?	
9 10	[] Yes	[] No	[] Don't know		ny defects with the
11				applicable item	ves, please check
12				upplicable lield	s and expraint,
12		Foundations	□ Decks		Exterior Walls
13		Chimneys	□ Interio	r Walls	□ Fire Alarm
14		Doors	Winde	ows	Patio
15		Ceilings	□ Slab F	loors	Driveways
16		Pools	🗆 Hot Tu	ıb	Sauna
17		Sidewalks	Outbu	ildings	□ Fireplaces
18		Garage Floors	□ Walkv	-	□ Siding
19	0		□ Wood		Bolding
19		Other		Stoves	
20	[] Yes	[] No	[] Don't know	*G. Was a s	tructural pest or "whole
21				house" inspecti	ion done? If yes, when
22				-	m was the inspection
23				completed?	
24	[] Yes	[] No	[] Don't know		r ownership, has the
25					y wood destroying
26				organism or pes	st infestation?
27	[] Yes	[] No	[] Don't know	I. Is the attic in	sulated?
28	[] Yes	[] No	[] Don't know	J. Is the basem	ent insulated?
29				5. SYSTEMS A	AND FIXTURES
30				*A. If any of t	he following systems or
31				-	uded with the transfer,
32				are there any de	efects? If yes, please
33				explain.	
34	[] Yes	[] No	[] Don't know	Electrical	system, including
35				wiring, swi	itches, outlets, and
36				service	
37	[] Yes	[] No	[] Don't know	Plumbing	system, including pipes,
38				faucets, fix	tures, and toilets
39	[] Yes	[] No	[] Don't know	Hot water	tank
40	[] Yes	[] No	[] Don't know	Garbage o	disposal
41	[] Yes	[] No	[] Don't know	Appliance	es
42	[] Yes		[] Don't know	Sump pur	
43	[] Yes		[] Don't know		nd cooling systems
44			[] Don't know	Security s	
44 45	[] Yes	[] No		[] Owned	
46					
-10				Ouler	

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

1 2 2	[] Yes	[] No	[] Don't know	*B. Does <u>any part of</u> the property contain fill <u>dirt, waste, or other fill</u>
3				material?
4	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
5				property from fire, wind, floods, beach
б				movements, earthquake, expansive
7				soils, or landslides?
8	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
9				floodplains, or critical areas on the
10				property?
11	[] Yes	[] No	[] Don't know	*E. Are there any substances,
12	[] 103	[]10		materials, or products <u>in or</u> on the
13				property that may be environmental
14				concerns, such as asbestos,
15				formaldehyde, radon gas, lead-based
16				paint, fuel or chemical storage tanks, or
17				contaminated soil or water?
18	[] Yes	[] No	[] Don't know	*F. Has the property been used for
19				commercial or industrial purposes?
20	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
21				contamination?
22	[] Yes	[] No	[] Don't know	*H. Are there transmission poles((,
23				transformers,)) or other electrical utility
24				equipment installed, maintained, or
25				buried on the property that do not
26				provide utility service to the structures
27				on the property?
28	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
29	[] 103	[]10		legal or illegal dumping site?
30	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
31				illegal drug manufacturing site?
32	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
33				area that ((may)) cause interference with
34				cellular telephone reception?
35				8. MANUFACTURED AND
36				MOBILE HOMES
37				If the property includes a manufactured
38				or mobile home,
39	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
40				home? If yes, please describe the
41				alterations:
42	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
43				alterations to the home? ((If yes, please
44				describe the alterations:))
45	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
46				permits or variances for these alterations
47				obtained?

1		9. FULL DISCLOSURE BY			
2		SELLERS			
3		A. Other conditions or defects:			
4	[]Yes []No [] Don't know *Are there any other existing material			
5		defects affecting the property that a			
6		prospective buyer should know about?			
7		B. Verification:			
8		The foregoing answers and attached			
9		explanations (if any) are complete and			
10		correct to the best of my/our knowledge			
11		and I/we have received a copy hereof.			
12		I/we authorize all of my/our real estate			
13		licensees, if any, to deliver a copy of			
14		this disclosure statement to other real			
15		estate licensees and all prospective			
16		buyers of the property.			
17	DATE S	ELLER SELLER			
18		NOTICE TO THE BUYER			
19	INFORMATION REGAR	DING REGISTERED SEX OFFENDERS MAY			
20	BE OBTAINED FROM L	OCAL LAW ENFORCEMENT AGENCIES. THIS			
21		ONLY TO INFORM YOU OF WHERE TO OBTAIN			
22	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF				
23	REGISTERED SEX OFFE	ENDERS.			
24	II. BUYER	'S ACKNOWLEDGMENT			
25	A. I	Buyer hereby acknowledges that: Buyer has a duty to pay			
26	d	iligent attention to any material defects that are known to			
27	В	uyer or can be known to Buyer by utilizing diligent			
28	a	ttention and observation.			
29	В. Т	The disclosures set forth in this statement and in any			
30	a	mendments to this statement are made only by the Seller and			
31	n	ot by any real estate licensee or other party.			
32	С. В	Buyer acknowledges that, pursuant to RCW 64.06.050(2),			
33		eal estate licensees are not liable for inaccurate information			
34	-	rovided by Seller, except to the extent that real estate			
35	li	censees know of such inaccurate information.			
36		his information is for disclosure only and is not intended to			
37		e a part of the written agreement between the Buyer and			
38	S	eller.			
39		auyer (which term includes all persons signing the "Buyer's			
40		cceptance" portion of this disclosure statement below) has			
41		eceived a copy of this Disclosure Statement (including			
42	a	ttachments, if any) bearing Seller's signature.			
43	DISCLOSURES CONTAINED IN 7	THIS DISCLOSURE STATEMENT ARE PROVIDED BY			
44		TUAL KNOWLEDGE OF THE PROPERTY AT THE TIME			

1 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 2 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 3 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 4 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 5 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 6 AGREEMENT.

11 (2) If the disclosure statement is being completed for new 12 construction which has never been occupied, the disclosure statement is 13 not required to contain and the seller is not required to complete the 14 questions listed in item 4. Structural or item 5. Systems and 15 Fixtures.

16 (3) The seller disclosure statement shall be for disclosure only, 17 and shall not be considered part of any written agreement between the 18 buyer and seller of residential property. The seller disclosure 19 statement shall be only a disclosure made by the seller, and not any 20 real estate licensee involved in the transaction, and shall not be 21 construed as a warranty of any kind by the seller or any real estate 22 licensee involved in the transaction.

23 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read 24 as follows:

25 (1) If, after the date that a seller of residential real property 26 completes a real property transfer disclosure statement, the seller ((becomes aware)) learns from a source other than the buyer or others 27 acting on the buyer's behalf such as an inspector of additional 28 29 information((τ)) or an adverse change ((occurs)) which makes any of the 30 disclosures made inaccurate, the seller shall amend the real property 31 transfer disclosure statement, and deliver the amendment to the buyer. No amendment shall be required, however, if the seller takes whatever 32 33 corrective action is necessary so that the accuracy of the disclosure 34 is restored, or the adverse change is corrected, at least three business days prior to the closing date. Unless the corrective action 35 is completed by the seller prior to the closing date, the buyer shall 36 37 have the right to exercise one of the following two options: (a)

Approving and accepting the amendment, or (b) rescinding the agreement 1 2 of purchase and sale of the property within three business days after receiving the amended real property transfer disclosure statement. 3 4 Acceptance or recision shall be subject to the same procedures described in RCW 64.06.030. If the closing date provided in the 5 purchase and sale agreement is scheduled to occur within the threeб business-day rescission period provided for in this section, the 7 closing date shall be extended until the expiration of the three-8 9 business-day rescission period. The buyer shall have no right of rescission if the seller takes whatever action is necessary so that the 10 11 accuracy of the disclosure is restored at least three business days 12 prior to the closing date.

13 (2) In the event any act, occurrence, or agreement arising or 14 becoming known after the closing of a residential real property 15 transfer causes a real property transfer disclosure statement to be 16 inaccurate in any way, the seller of such property shall have no 17 obligation to amend the disclosure statement, and the buyer shall not 18 have the right to rescind the transaction under this chapter.

19 (3) If the seller in a residential real property transfer fails or refuses to provide to the prospective buyer a real property transfer 20 21 disclosure statement as required under this chapter, the prospective 22 buyer's right of rescission under this section shall apply until the 23 earlier of three business days after receipt of the real property 24 transfer disclosure statement or the date the transfer has closed, unless the buyer has otherwise waived the right of rescission in 25 26 Closing is deemed to occur when the buyer has paid the writing. 27 purchase price, or down payment, and the conveyance document, including a deed or real estate contract, from the seller has been delivered and 28 29 recorded. After closing, the seller's obligation to deliver the real 30 property transfer disclosure statement and the buyer's rights and 31 remedies under this chapter shall terminate.

32 <u>NEW SECTION.</u> **Sec. 5.** This act applies prospectively only and not 33 retroactively. It applies only to sales of property that arise on or 34 after the effective date of this section.

--- END ---

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