
SENATE BILL 5320

State of Washington

56th Legislature

1999 Regular Session

By Senator Patterson

Read first time 01/20/1999. Referred to Committee on State & Local Government.

1 AN ACT Relating to real estate disclosure; amending RCW 64.06.020;
2 and providing an effective date.

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

4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read
5 as follows:

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

12 INSTRUCTIONS TO THE SELLER

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

1 unless otherwise agreed, after mutual acceptance of a written contract
2 to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

4 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE
5 CONDITION OF THE PROPERTY LOCATED AT
6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
8 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS
9 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS
10 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
11 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING
12 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,
13 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE
14 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE
15 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
16 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A
17 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

18 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
19 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A
20 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
21 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,
22 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE
23 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE
24 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE
25 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,
26 INSPECTION, DEFECTS OR WARRANTIES.

27 Seller is/ is not occupying the property.

28 I. SELLER'S DISCLOSURES:

29 *If "Yes" attach a copy or explain. If necessary use an attached
30 sheet.

31 1. TITLE

32 []Yes []No []Don't know A. Do you have legal authority to sell
33 the property?

34 []Yes []No []Don't know *B. Is title to the property subject to
35 any of the following?

36 (1) First right of refusal

- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

1
2
3
4 []Yes []No []Don't know *C. Are there any encroachments,
5 boundary agreements, or boundary
6 disputes?

7 []Yes []No []Don't know *D. Are there any rights of way,
8 easements, or access limitations that
9 may affect the owner's use of the
10 property?

11 []Yes []No []Don't know *E. Are there any written agreements
12 for joint maintenance of an easement or
13 right of way?

14 []Yes []No []Don't know *F. Is there any study, survey project,
15 or notice that would adversely affect
16 the property?

17 []Yes []No []Don't know *G. Are there any pending or existing
18 assessments against the property?

19 []Yes []No []Don't know *H. Are there any zoning violations,
20 nonconforming uses, or any unusual
21 restrictions on the subject property
22 that would affect future construction
23 or remodeling?

24 []Yes []No []Don't know *I. Is there a boundary survey for the
25 property?

26 []Yes []No []Don't know *J. Are there any covenants,
27 conditions, or restrictions which
28 affect the property?

29 []Yes []No []Don't know *K. Are there any written agreements
30 that may have future financial
31 implications to a buyer of the
32 property, including but not limited to
33 agreements regarding local improvement
34 districts under chapter 35.43 RCW, or
35 transportation impact fees under
36 chapter 39.92 RCW?

37 **2. WATER**

38 A. Household Water

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5 []Yes []No []Don't know
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8 []Yes []No []Don't know
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13 []Yes []No []Don't know
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16 []Yes []No []Don't know
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20 []Yes []No []Don't know
21
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24 []Yes []No []Don't know
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26 []Yes []No []Don't know
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30 []Yes []No []Don't know
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33 []Yes []No []Don't know
34
35 []Yes []No []Don't know
36

(1) The source of the water is
[]Public []Community []Private
[]Shared

(2) Water source information:
*a. Are there any written agreements for shared water source?
*b. Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
*c. Are any known problems or repairs needed?
*d. Does the source provide an adequate year round supply of potable water?

*(3) Are there any water treatment systems for the property?
[]Leased []Owned

B. Irrigation

(1) Are there any water rights for the property?
*(2) If they exist, to your knowledge, have the water rights been used during the last five-year period?
*(3) If so, is the certificate available?

C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property?
*(2) Are there any defects in the outdoor sprinkler system?

3. SEWER/SEPTIC SYSTEM

A. The property is served by:
[]Public sewer main, []Septic tank

1 system Other disposal system
2 (describe)
3
4 Yes No Don't know B. If the property is served by a
5 public or community sewer main, is the
6 house connected to the main?
7 C. Is the property currently subject to
8 a sewer capacity charge?
9 D. If the property is connected to a
10 septic system:
11 Yes No Don't know (1) Was a permit issued for its
12 construction, and was it approved
13 by the city or county following
14 its construction?
15 (2) When was it last pumped:
16, 19. . .
17 Yes No Don't know *(3) Are there any defects in the
18 operation of the septic system?
19 Don't know (4) When was it last inspected?
20, 19. . .
21 By Whom:
22 Don't know (5) How many bedrooms was the
23 system approved for?
24 bedrooms
25 Yes No Don't know *E. Do all plumbing fixtures,
26 including laundry drain, go to the
27 septic/sewer system? If no,
28 explain:
29 Yes No Don't know *F. Are you aware of any changes
30 or repairs to the septic system?
31 Yes No Don't know G. Is the septic tank system,
32 including the drainfield, located
33 entirely within the boundaries of
34 the property?

35 **4. STRUCTURAL**

36 Yes No Don't know *A. Has the roof leaked?
37 Yes No Don't know If yes, has it been repaired?

1 []Yes []No []Don't know

*B. Have there been any conversions, additions, or remodeling?

2
3

4 []Yes []No []Don't know

*1. If yes, were all building permits obtained?

5

6 []Yes []No []Don't know

*2. If yes, were all final inspections obtained?

7

8 []Yes []No []Don't know

C. Do you know the age of the house? If yes, year of original construction:

9
10

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11

12 []Yes []No []Don't know

*D. Do you know of any settling, slippage, or sliding of either the house or other structures/improvements located on the property? If yes, explain:

13
14

.

15

16 []Yes []No []Don't know

*E. Do you know of any defects with the following: (Please check applicable items)

17

18 []Yes []No []Don't know

19
20

- | | | | |
|----|--|---|---|
| 21 | <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| 22 | <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| 23 | <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| 24 | <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| 25 | <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |
| 26 | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces |
| 27 | <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | |
| 28 | <input type="checkbox"/> Other | <input type="checkbox"/> Wood Stoves | |

29 []Yes []No []Don't know

*F. Was a pest or dry rot, structural or "whole house" inspection done? When and by whom was the inspection completed? . .

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33 []Yes []No []Don't know

*G. Since assuming ownership, has your property had a problem with wood destroying organisms and/or have there been any problems with pest control, infestations, or vermin?

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1 **5. SYSTEMS AND FIXTURES**

2 If the following systems or fixtures
3 are included with the transfer, do they
4 have any existing defects:

- 5 Yes No Don't know *A. Electrical system, including
6 wiring, switches, outlets, and
7 service
- 8 Yes No Don't know *B. Plumbing system, including
9 pipes, faucets, fixtures, and
10 toilets
- 11 Yes No Don't know *C. Hot water tank
- 12 Yes No Don't know *D. Garbage disposal
- 13 Yes No Don't know *E. Appliances
- 14 Yes No Don't know *F. Sump pump
- 15 Yes No Don't know *G. Heating and cooling systems
- 16 Yes No Don't know *H. Security system Owned
17 Leased
- 18 *I. Other

19 **6. COMMON INTEREST**

- 20 Yes No Don't know A. Is there a Home Owners'
21 Association? Name of Association
22
- 23 Yes No Don't know B. Are there regular periodic
24 assessments:
25 \$. . . per Month Year
26 Other
- 27 Yes No Don't know *C. Are there any pending special
28 assessments?
- 29 Yes No Don't know *D. Are there any shared "common
30 areas" or any joint maintenance
31 agreements (facilities such as
32 walls, fences, landscaping, pools,
33 tennis courts, walkways, or other
34 areas co-owned in undivided
35 interest with others)?

36 **7. GENERAL**

1 []Yes []No []Don't know
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4 []Yes []No []Don't know
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6 []Yes []No []Don't know
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11 []Yes []No []Don't know
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13 []Yes []No []Don't know
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22 []Yes []No []Don't know
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26 []Yes []No []Don't know
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*A. Is there any settling, soil, standing water, or drainage problems on the property?

*B. Does the property contain fill material?

*C. Is there any material damage to the property or any of the structure from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

D. Is the property in a designated flood plain?

*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

*G. Has the property ever been used as an illegal drug manufacturing site?

8. FULL DISCLOSURE BY SELLERS

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31 []Yes []No []Don't know
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A. Other conditions or defects:

*Are there any other material defects affecting this property or its value that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof.

I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

II. BUYER'S ACKNOWLEDGMENT

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects which are known to me/us or can be known to me/us by utilizing diligent attention and observation.
- B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller.
- C. Buyer (which term includes all persons signing the "buyer's acceptance" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS RIGHT OF RESCISSION.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY TRANSFER 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.

DATE BUYER BUYER

(2) The real property transfer disclosure statement shall be for disclosure only, and shall not be considered part of any written agreement between the buyer and seller of residential real property. The real property transfer disclosure statement shall be only a disclosure made by the seller, and not any real estate licensee

1 involved in the transaction, and shall not be construed as a warranty
2 of any kind by the seller or any real estate licensee involved in the
3 transaction.

4 NEW SECTION. **Sec. 2.** This act takes effect January 1, 2000.

--- END ---