<u>SSB 6153</u> - S AMD 697 By Senators Benton, Prentice

ADOPTED 02/17/2004

Strike everything after the enacting clause and insert the following:

3 "Sec. 1. RCW 64.06.020 and 2003 c 200 s 1 are each amended to read 4 as follows:

5 (1) In a transaction for the sale of residential property, the 6 seller shall, unless the buyer has expressly waived the right to 7 receive the disclosure statement, or unless the transfer is exempt 8 under RCW 64.06.010, deliver to the buyer a completed seller disclosure 9 statement in the following format and that contains, at a minimum, the 10 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 18 disclosure statement must occur not later than five business days, 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

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

1

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, 14 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 15 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS 16 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT 17 18 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR 19 WARRANTIES.

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

21	I. SELLER'S DISCLOSURES:							
22	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and							
23	•	attach documents, if available and not otherwise publicly recorded. If necessary, use an						
24		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 any				
29				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?				

1				
2	[] Yes	[] No	[] Don't know	*D. Are there any rights of way, easements, or access limitations that may
3				affect the Buyer's use of the property?
4	[] Yes	[] No	[] Don't know	*E. Are there any written agreements for
5 6				joint maintenance of an easement or right of way?
7	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project, or
8				notice that would adversely affect the
9				property?
10	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing
11				assessments against the property?
12	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations,
13				nonconforming uses, or any unusual
14				restrictions on the property that would
15				affect future construction or remodeling?
16	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the
17				property?
18	[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions,
19				or restrictions which affect the property?
20				2. WATER
21				A. Household Water
22				(1) The source of water for the
23				property is:
24				[] Private or publicly owned water
24 25				[] Private or publicly owned water system
25				system
25 26				system [] Private well serving only the
25 26 27	[] Yes	[] No	[] Don't know	system [] Private well serving only the subject property
25 26 27 28	[] Yes	[] No	[] Don't know	system [] Private well serving only the subject property *[] Other water system
25 26 27 28 29	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know	system [] Private well serving only the subject property *[] Other water system *If shared, are there any written
25 26 27 28 29 30				system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements?
25 26 27 28 29 30 31				system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded
25 26 27 28 29 30 31 32				system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or
25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	<pre>system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?</pre>
25 26 27 28 29 30 31 32 33 34	[] Yes	[] No	[] Don't know	system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems
25 26 27 28 29 30 31 32 33 34 35	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know	system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know	system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If
25 26 27 28 29 30 31 32 33 34 35 36 37	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know	system [] Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment
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	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment systems for the property? If yes, are
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	[] Yes [] Yes [] Yes	[] No [] No [] No	[] Don't know [] Don't know [] Don't know	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment systems for the property? If yes, are they []Leased []Owned
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No	[] Don't know [] Don't know [] Don't know	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment systems for the property? If yes, are
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	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment systems for the property? If yes, are they []Leased []Owned B. Irrigation (1) Are there any water rights for the
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[] Yes [] Yes [] Yes [] Yes	[] No [] No [] No	[] Don't know [] Don't know [] Don't know	 system Private well serving only the subject property *[] Other water system *If shared, are there any written agreements? *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? *(3) Are there any known problems or repairs needed? (4) During your ownership, has the source provided an adequate year round supply of potable water? If no, please explain. *(5) Are there any water treatment systems for the property? If yes, are they []Leased []Owned B. Irrigation

1	[] Yes	[] No	[] Don't know	*(a) If yes, have the water rights
2				been used during the last five years?
3	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
4				available?
5				C. Outdoor Sprinkler System
6 7	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
8 9	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
10 11	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
12				
13				3. SEWER/ON-SITE SEWAGE SYSTEM
14				A. The property is served by: [] Public
15				sewer system, [] On-site sewage system
16				(including pipes, tanks, drainfields, and
17				all other component parts) [] Other
18				disposal system, please describe:
19				
20	[] Yes	[] No	[] Don't know	B. If public sewer system service is
21 22				available to the property, is the house connected to the sewer main? If no,
22				please explain.
24				
25	[] Yes	[] No	[] Don't know	C. Is the property subject to any sewage
26	[] 103	[]10		system fees or charges in addition to
27				those covered in your regularly billed
28				sewer or on-site sewage system
29				maintenance service?
30				D. If the property is connected to an on-
31				site sewage system:
32	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
33				construction, and was it approved by
34				the local health department or
35				district following its construction?
36				(2) When was it last pumped:
37				
38	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
39				operation of the on-site sewage
40				system?
41			[] Don't know	(4) When was it last inspected?
42				
43				By Whom:
44			[] Don't know	(5) For how many bedrooms was the
45				on-site sewage system approved ?
46				bedrooms

1	[] Yes	[] No	[] Don't l	know	E. Are all plui	mbing fixtures, including
2					-	connected to the sewer/on-
3						ystem? If no, please
4						
5	[] Yes	[] No	[] Don't l	know		been any changes or
6					-	n-site sewage system?
7	[] Yes	[] No	[] Don't l	know		on-site sewage system,
8						rainfield, located entirely
9						daries of the property? If because explain.
10 11					, I	please explain.
	[] Var	[]No	[] Don't l	len ou v		
12 13	[] Yes	[] No	[] Don't l	KNOW		on-site sewage system oring and maintenance
14					-	frequently than once a
15						yes, please explain.
16					-	
17	NOTICE:	IF THIS RE	ESIDENTIA	L REAL P	ROPERTY DISC	CLOSURE
18	STATEME	ENT IS BEI	NG COMPL	ETED FO	R NEW CONST	RUCTION WHICH
19	HAS NEV	ER BEEN O	OCCUPIED,	THE SEL	LER IS NOT RE	QUIRED TO
20	COMPLET	TE THE QU	ESTIONS I	JISTED IN	ITEM 4. STRU	CTURAL OR ITEM
21	5. SYSTE	MS AND F	IXTURES			
22					4. STRUCTU	RAL
23	[] Yes	[] No	[] Don't l	know	*A. Has the roo	of leaked?
24	[] Yes	[] No	[] Don't l	know	*B. Has the ba	sement flooded or
25					leaked?	
26	[] Yes	[] No	[] Don't l	know	*C. Have there	been any conversions,
27					additions, or rea	modeling?
28	[] Yes	[] No	[] Don't l	know	*(1) If yes	, were all building
29					permits ob	tained?
30	[] Yes	[] No	[] Don't l	know	*(2) If yes	, were all final
31					inspections	s obtained?
32	[] Yes	[] No	[] Don't l	know	D. Do you kno	w the age of the house?
33					If yes, year of o	riginal construction:
34						
35	[] Yes	[] No	[] Don't l	know	*E. Has there b	been any settling,
36					slippage, or slid	ling of the property or its
37					improvements?	
38	[] Yes	[] No	[] Don't l	know	*F. Are there a	ny defects with the
39					following: (If y	ves, please check
40					applicable item	s and explain.)
41	\Box Fe	oundations		□ Decks		Exterior Walls
42		himneys		Interior	r Walls	Fire Alarm
43		oors		□ Windo	ws	Patio
44		eilings		□ Slab Fl	oors	Driveways
45	□ Po	ools		□ Hot Tu	b	
46		dewalks		Outbui		□ Fireplaces
10	L 01			utou		

1		Garage Floors		s 🗆 Siding	
2	2 D Other		□ Woo	d Stoves	
3 4 5 6	[] Yes	[] No	[] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?	
7 8 9	[] Yes	[] No	[] Don't know	H. During your ownership, has the property had any wood destroying organism or pest infestation?	
10	[] Yes	[] No	[] Don't know	I. Is the attic insulated?	
11	[] Yes	[] No	[] Don't know	J. Is the basement insulated?	
12				5. SYSTEMS AND FIXTURES	
13 14 15				*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please	
16				explain.	
17 18	[] Yes	[] No	[] Don't know	Electrical system, including wiring, switches, outlets, and service	
19 20	[] Yes	[] No	[] Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets	
21	[] Yes	[] No	[] Don't know	Hot water tank	
22	[] Yes	[] No	[] Don't know	Garbage disposal	
23	[] Yes	[] No	[] Don't know	Appliances	
24	[] Yes	[] No	[] Don't know	Sump pump	
25	[] Yes	[] No	[] Don't know	Heating and cooling systems	
26 27	[] Yes	[] No	[] Don't know	Security system [] Owned [] Leased	
28				Other	
29 30 31				*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes,	
32				please attach copy of lease.)	
33	[] Yes	[] No	[] Don't know	Security system	
34	[] Yes	[] No	[] Don't know	Tanks (type):	
35 36	[] Yes	[] No	[] Don't know	Satellite dish Other:	
37				6. COMMON INTERESTS	
38	[] Yes	[] No] Don't know	A. Is there a Home Owners'	
39 40	[] 105	[]10		Association? Name of Association	
40 41 42	[] Yes	[] No	[] Don't know	B. Are there regular periodic assessments:	
43 44				\$ per [] Month [] Year [] Other	
45 46	[] Yes	[] No	[] Don't know	*C. Are there any pending special assessments?	

1 2	[] Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance
3				agreements (facilities such as walls,
4				fences, landscaping, pools, tennis courts,
5				walkways, or other areas co-owned in
6				undivided interest with others)?
7				7. GENERAL
8	[] Yes	[] No	[] Don't know	*A. Have there been any drainage
9				problems on the property?
10	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
11				material?
12	[] Yes	[] No] Don't know	*C. Is there any material damage to the
13	[] 105	[]110	[] Don't mon	property from fire, wind, floods, beach
14				movements, earthquake, expansive soils,
15				or landslides?
	63.87			
16	[] Yes	[] No	[] Don't know	D. Is the property in a designated flood
17				plain?
18	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials,
19				or products on the property that may be
20				environmental concerns, such as
21				asbestos, formaldehyde, radon gas, lead-
22				based paint, fuel or chemical storage
23				tanks, or contaminated soil or water ?
24	[] Yes	[] No	[] Don't know	*G. Has the property ever been used as
25				an illegal drug manufacturing site?
26	[]Yes	[] No	[] Don't know	*H. Are there any radio towers in the
27				area that may cause interference with
28				telephone reception?
29				8. MANUFACTURED AND
30				MOBILE HOMES
31				If the property includes a manufactured
32				or mobile home,
33	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
34				home? If yes, please describe the
35				alterations:
36	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
37				alterations to the home? If yes, please
38				describe the alterations:
39	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
40				permits or variances for these alterations
41				obtained?
42				9. FULL DISCLOSURE BY
43				SELLERS
44				A. Other conditions or defects:

1 2	[] Yes [] No [] Don't know *Are there any other existing material
3	defects affecting the property that a prospective buyer should know about?
4	B. Verification:
5	The foregoing answers and attached
6	explanations (if any) are complete and
7	correct to the best of my/our knowledge
8	and I/we have received a copy hereof.
9	I/we authorize all of my/our real estate
10	licensees, if any, to deliver a copy of this
11	disclosure statement to other real estate
12	licensees and all prospective buyers of
13	the property.
14	DATE SELLER SELLER
15	NOTICE TO THE BUYER
16	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
17	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
18	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
19	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
20	REGISTERED SEX OFFENDERS.
21	II. BUYER'S ACKNOWLEDGMENT
22	A. Buyer hereby acknowledges that: Buyer has a duty to pay
23	diligent attention to any material defects that are known to
24	Buyer or can be known to Buyer by utilizing diligent attention
25	and observation.
26	B. The disclosures set forth in this statement and in any
27	amendments to this statement are made only by the Seller and
28	not by any real estate licensee or other party.
29	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
30	estate licensees are not liable for inaccurate information
31	provided by Seller, except to the extent that real estate
32	licensees know of such inaccurate information.
33	D. This information is for disclosure only and is not intended to
34	be a part of the written agreement between the Buyer and
35	Seller.
36	E. Buyer (which term includes all persons signing the "Buyer's
37	acceptance" portion of this disclosure statement below) has
38	received a copy of this Disclosure Statement (including
39	attachments, if any) bearing Seller's signature.
40	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
41	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
42	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
43	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM

44 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO45 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.

9 (2) If the disclosure statement is being completed for new 10 construction which has never been occupied, the disclosure statement is 11 not required to contain and the seller is not required to complete the 12 questions listed in item 4. Structural or item 5. Systems and 13 Fixtures.

14 (3) The seller disclosure statement shall be for disclosure only, 15 and shall not be considered part of any written agreement between the 16 buyer and seller of residential property. The seller disclosure 17 statement shall be only a disclosure made by the seller, and not any 18 real estate licensee involved in the transaction, and shall not be 19 construed as a warranty of any kind by the seller or any real estate 20 licensee involved in the transaction.

21 <u>NEW SECTION.</u> Sec. 2. A new section is added to chapter 64.06 RCW 22 to read as follows:

The notice regarding sex offenders under RCW 64.06.020 does not 23 24 create any legal duty on the part of the seller, or on the part of any 25 real estate licensee, to investigate or to provide the buyer with 26 information regarding the actual presence, or lack thereof, of 27 registered sex offenders in the area of any property, including but not limited to any property that is the subject of a disclosure or waiver 28 of disclosure under this chapter, or that is exempt from disclosure 29 30 under RCW 64.06.010.

31 <u>NEW SECTION.</u> Sec. 3. This act applies prospectively only and not 32 retroactively. It applies only to residential real property purchase 33 and sale agreements entered into on or after the effective date of this 34 act, without regard to when the agreements are closed or finalized.

9

<u>SSB 6153</u> - S AMD 697 By Senators Benton, Prentice

ADOPTED 02/17/2004

2 On page 1, line 2 of the title, after "obtained;" strike the 3 remainder of the title and insert "amending RCW 64.06.020; adding a new 4 section to chapter 64.06 RCW; creating a new section; and providing an 5 effective date."

<u>EFFECT:</u> The amendment strikes new requirements on landlords to provide written notice to tenants regarding where they can obtain information on sex offenders.

--- END ---