H-1111.1			

HOUSE BILL 1634

State of Washington 58th Legislature 2003 Regular Session

By Representatives Conway, Chandler, Kenney, Berkey, Wood, Holmquist, Crouse, Tom, Edwards and Rockefeller

Read first time 02/03/2003. Referred to Committee on Commerce & Labor.

- 1 AN ACT Relating to the residential property seller disclosure 2 statement; and amending RCW 64.06.020.
- 2 Seasements, and amenating non officers
- 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,
- 7 the 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)) seller 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

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- 1 disclosure statement must occur not later than five business days,
- 2 unless otherwise agreed, after mutual acceptance of a written contract
- 3 to purchase between a buyer and a seller.
- 4 NOTICE TO THE BUYER
- 5 THE FOLLOWING DISCLOSURES ARE MADE BY ((THE SELLER(S), CONCERNING))
- 6 <u>SELLER ABOUT</u> THE CONDITION OF THE PROPERTY LOCATED AT
- 7 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 8 ((DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE
- 9 BASIS OF)) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
- 10 FACTS OR MATERIAL DEFECTS THAT ARE NOT APPARENT OR READILY
- 11 ASCERTAINABLE TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 12 PROPERTY AT THE TIME ((THIS DISCLOSURE FORM IS COMPLETED BY THE
- 13 SELLER.)) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
- 14 <u>SELLER OTHERWISE AGREE IN WRITING,</u> YOU HAVE THREE BUSINESS DAYS((-
- 15 UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S))
- 16 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 17 STATEMENT TO YOU TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING ((YOUR
- 18 SEPARATE)) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE
- 19 SELLER, UNLESS YOU WAIVE THIS RIGHT)) SELLER. YOU MAY, HOWEVER, WAIVE
- 20 THE RIGHT TO RESCIND AT OR PRIOR TO ((ENTERING)) THE TIME YOU ENTER
- 21 INTO A SALE AGREEMENT.
- 22 THE FOLLOWING ARE DISCLOSURES MADE BY ((THE)) SELLER AND ARE NOT THE
- 23 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 24 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 25 ANY WRITTEN AGREEMENT BETWEEN ((THE)) BUYER AND ((THE)) SELLER.
- 26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 27 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF ((A
- 28 OUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
- 29 EXAMPLE)) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
- 30 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 31 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT
- 32 INSPECTORS. THE PROSPECTIVE BUYER AND ((THE OWNER)) SELLER MAY WISH TO
- 33 OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
- 34 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
- 35 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.
- 36 Seller . . . is/ . . . is not occupying the property.

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1		I. SELL	ER'S DISCLOSUR	ES:					
2	*If (("Yes" attach a copy or explain)) you answer "Yes" to a question with an asterisk								
3	(*), please explain your answer and attach documents, if available and not otherwise								
4	_	publicly recorded. If necessary, use an attached sheet.							
5				1. TITLE					
6 7	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property? If no, please explain.					
8 9	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any of the following?					
10				(1) First right of refusal					
11				(2) Option					
12				(3) Lease or rental agreement					
13				(4) Life estate?					
14	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,					
15	.1	£3	21	boundary agreements, or boundary					
16				disputes?					
17	[] Yes	[] No	[] Don't know	*D. Are there any rights of way,					
18				easements, or access limitations that					
19				may affect the (($\overline{\text{owner's}}$)) $\underline{\text{Buyer's}}$ use					
20				of the property?					
21	[] Yes	[] No	[] Don't know	*E. Are there any written agreements					
22				for joint maintenance of an easement or					
23				right of way?					
24	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project,					
25 26				or notice that would adversely affect the					
	[] V	CIN-	[] Dank laran	property?					
27 28	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing assessments against the property?					
	[] V	DAN-	[] Dank laran						
29 30	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations, nonconforming uses, or any unusual					
31				restrictions on the ((subject)) property					
32				that would affect future construction or					
33				remodeling?					
34	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the					
35				property?					
36	[] Yes	[] No	[] Don't know	*J. Are there any covenants,					
37				conditions, or restrictions which affect					
38				the property?					
39				2. WATER					
40				A. Household Water					

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1				(1) The source of ((the)) water for
1				(1) The source of ((the)) water <u>for</u> the property is:
3				[] Private or publicly owned water
4				system
5				
6				[] Private well serving only the
7				subject property
				*[] Other water system
8	[] Yes	[] No	[] Don't know	*If shared, are there any written
9				agreements?
10				(([-] Public-[-] Community
11				[] Private [] Shared
12				(2) Water source information:
13	[] Yes	[] No	[] Don't know	*a. Are there any written
14				agreements for shared water
15				source?))
16	[] Yes	[] No	[] Don't know	((*b-))*(2) Is there an
17				easement (recorded or
18				unrecorded) for access to
19				and/or maintenance of the
20				water source?
21	[] Yes	[] No	[] Don't know	$((*e_{-})) *(3)$ Are there any
22				known problems or repairs
23				needed?
24	[] Yes	[] No	[] Don't know	((*d. Does)) (4) During your
25				ownership, has the source
26				((provide)) provided an
27				adequate year round supply of
28				potable water? If no, please
29				explain.
30	[] Yes	[] No	[] Don't know	((*(3))) *(5) Are there any water
31				treatment systems for the property?
32				If yes, are they []Leased []Owned
33				B. Irrigation
34	[] Yes	[] No	[] Don't know	(1) Are there any water rights for
35		.,		the property, such as a water right,
36				permit, certificate, or claim?
37	[] Yes	[] No	[] Don't know	((*(2) If they exist, to your
38		.,		knowledge;)) *(a) If yes, have the
39				water rights been used during the
40				last ((five-year period)) five years?
41	[] Yes	[] No	[] Don't know	((*(3))) *(b) If so, is the certificate
42	.,			available?
43				C. Outdoor Sprinkler System
44	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
45	[] 100		[] = (1000	system for the property?
10				system for the property.

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2	[] Yes	[] No	[] Don't know	((*(2))) (2) If yes, are there any defects in the ((outdoor sprinkler))
3				system?
4 5	[] Yes	[] <u>No</u>	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
6				3. SEWER/SEPTIC SYSTEM
7				A. The property is served by: [] Public
8				sewer main, [] Septic ((tank)) system
9				(including pipes, tanks, drainfields, and
10				all other component parts) [] Other
11				disposal system (((describe))) <u>Please</u>
12				describe:
13				
14	[] Yes	[] No	[] Don't know	B. If the property is served by a public
15				or community sewer main, is the house
16				connected to the main? If no, please
17				explain.
18				
19	[] Yes	<u> </u>	[] Don't know	C. Is the property ((eurrently subject to
20				a sewer capacity charge)) subject to any
21				additional sewer or septic system fees
22				or charges in addition to those covered
23				in your regularly billed sewer or septic
24				system statement?
25				D. If the property is connected to a
26				septic system:
27	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
28				construction, and was it approved
29				by the city or county following its
30				construction?
31				(2) When was it last pumped:
32				· · · · · · · · · · · · · · · · · · ·
33	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
34				operation of the septic system?
35			[] Don't know	(4) When was it last inspected?
36				((, 19))
37				By Whom:
38			[] Don't know	(5) For how many bedrooms was
39				the septic system approved ((for))?
40				bedrooms
41	[] Yes	[] No	[] Don't know	((*E. Do)) E. Are all plumbing
42			**	fixtures, including laundry drain, $((go))$
43				connected to the septic/sewer system?
44				If no, please explain:
45	[]Yes	[] No	[] Don't know	*F. ((Are you aware of)) Have there
46	[] 100	. 1 - 10		been any changes or repairs to the septic
47				system?

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1 2 3 4 5	[]Ye	s	[] No	[] Don't l	know	within the bound	infield, located entirely aries of the property?
6	NOTI	CE: I	F THIS RES	SIDENTIAL	L REAL PR	ROPERTY DISCL	OSURE
7	NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH						
8	HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO						
9	COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM						ΓURAL OR ITEM
10	5. SY	STEM	AS AND FIX	KTURES			
11						4. STRUCTUR	AL
12 13	[]Ye	S	[] No	[] Don't l	cnow	*A. <u>During your</u> roof leaked?	r ownership, has the
14	(([] Y	es	[-] No	[] Don't l	cnow	If yes, has it been	n repaired?))
15	[] Ye	s	[] No	[] Don't l	cnow	*B. <u>During your</u>	ownership, has the
16						basement floode	d or leaked?
17	[] Ye	<u>s</u>	[] <u>No</u>	[] Don't l	<u>cnow</u>	*C. During your	ownership, have there
18						been any convers	sions, additions, or
19						remodeling?	
20	[] Ye	s	[] No	[] Don't l	cnow	((*1.)) <u>*(1)</u>	If yes, were all
21						building per	rmits obtained?
22	[] Ye	s	[] No	[] Don't l	cnow	((*2.)) <u>*(2)</u>	If yes, were all final
23						inspections	obtained?
24	(([] Y	es	[] No	[-] Don't l	cnow	C. Do you know	the age of the house?
25						If yes, year of or	iginal construction:
26))
27	[] Ye	s	[] No	[] Don't l	cnow	*D. ((Do you kr	ow of)) During your
28						ownership, has the	here been any settling,
29						slippage, or slidi	ng of ((either the house
30						or other structure	es/improvements
31						located on the pr	operty? If yes,
32						explain:)) the pro	operty or its
33						improvements?	
34						(())
35	[] Ye	S	[] No	[] Don't l	cnow	*E. ((Do you kn	ow of)) Are there any
36						defects with the	following: (If yes,
37						-	licable items and
38						explain.)	
39		□ Fo	undations		□ Decks		□ Exterior Walls
40		□ Ch	imneys		□ Interior	Walls	□ Fire Alarm
41		□ Do	ors		□ Windov	ws	□ Patio
42		□ Cei	ilings		□ Slab Flo	oors	□ Driveways
43		□ Poo	ols		□ Hot Tul	b	□ Sauna
44		□ Sid	lewalks		□ Outbuil	dings	□ Fireplaces
45		□ Ga	rage Floors		□ Walkwa	avs	□ Siding
46					□ Wood S		
40		⊔ O(I	ici		□ wood S	DIOVES	

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1	[] Yes	[] No	[] Don't know	*F. ((Was a pest or dry rot, structural or
2				"whole house" inspection done? When
3				and by whom was the inspection
4				completed?
5	[] Yes	[] No	[] Don't know	*G. Since assuming ownership, has
6				your property had a problem with wood
7				destroying organisms and/or have there
8				been any problems with pest control,
9				infestations, or vermin?)) <u>During your</u>
10				ownership, has the property had any dry
11				rot or pest infestation?
12	[] Yes	[] No	[] Don't know	G. Is the attic insulated?
13	[] Yes	[] <u>No</u>	[] Don't know	H. Is the basement insulated?
14				5. SYSTEMS AND FIXTURES
15				((If)) *A. If any of the following
16				systems or fixtures are included with
17				the transfer, ((do they have any existing
18				defects:)) are there any defects? If yes,
19				please explain.
20	[] Yes	[] No	[] Don't know	((*A.)) Electrical system,
21				including wiring, switches, outlets,
22				and service
23	[] Yes	[] No	[] Don't know	((*B.)) Plumbing system,
24				including pipes, faucets, fixtures,
25				and toilets
26	[] Yes	[] No	[] Don't know	((*C.)) Hot water tank
27	[] Yes	[] No	[] Don't know	((*D-)) Garbage disposal
28	[] Yes	[] No	[] Don't know	((*E.)) Appliances
29	[] Yes	[] No	[] Don't know	((*F.)) Sump pump
30	[] Yes	[] No	[] Don't know	((*G.)) Heating and cooling
31				systems
32	[]Yes	[] No	[] Don't know	((*H.)) Security system
33				[] Owned [] Leased
34				((*L)) Other
35				*B. If any of the following fixtures
36				or property is included with the
37				transfer, are they leased? (If yes,
38				please attach copy of lease.)
39	[]Yes	[] No	[] Don't know	Security system
40	[]Yes	[] No	[] Don't know	Tanks (type):
41	[]Yes	[] <u>No</u>	[] Don't know	Satellite dish
42	11			Other:
43				
				6. COMMON INTERESTS
44	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
45				Association? Name of Association
46				

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1 2	[] Yes	[] No	[] Don't know	B. Are there regular periodic assessments:
3				\$ per [] Month [] Year [] Other
5	[] Vac	[] No	[] Don't know	*C. Are there any pending special
6	[] Yes	[] No	[] Don't know	assessments?
7	[] Vac	[] No	[] Don't know	
8	[] Yes	[] No	[] Don't know	*D. Are there any shared "common areas" or any joint maintenance
9				agreements (facilities such as walls,
10				fences, landscaping, pools, tennis
11				courts, walkways, or other areas co-
12				owned in undivided interest with
13				others)?
14				7. GENERAL
15	[] Yes	[] No	[] Don't know	*A. ((Is there any settling, soil,
16	[] 105	[]1.0	[] Don't Mio'	standing water, or)) During your
17				ownership, have there been any
18				drainage problems on the property?
19	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
20			23	material?
21	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
22	[]	[]	[]=========	property ((or any of the structure)) from
23				fire, wind, floods, beach movements,
24				earthquake, expansive soils, or
25				landslides?
26	[] Yes	[] No	[] Don't know	D. Is the property in a designated flood
27				plain?
28	[] Yes	[] No	[] Don't know	*E. Are there any substances,
29				materials, or products on the property
30				that may be ((an)) environmental
31				((hazard such as, but not limited to,))
32				limitations, such as asbestos,
33				formaldehyde, radon gas, lead-based
34				paint, fuel or chemical storage tanks,
35				((and)) or contaminated soil or water
36				((on the subject property))?
37	[] Yes	[] No	[] Don't know	*F. Are there any tanks or underground
38				storage tanks (e.g., chemical, fuel, etc.)
39				on the property?
40	[] Yes	[] No	[] Don't know	*G. Has the property ever been used as
41				an illegal drug manufacturing site?
42				8. MANUFACTURED AND
43				MOBILE HOMES
44				If the property includes a manufactured
45				or mobile home,

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1	[] Yes	[] <u>No</u>	[] Don't know	*A. Did you make any alterations to
2				the home? If yes, please describe the
3				alterations:
4	[] Yes	[] <u>No</u>	[] Don't know	*B. Did any previous owner make any
5				alterations to the home? If yes, please
6				describe the alterations:
7	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
8				permits or variances for these
9				alterations obtained?
10				((8-)) 9. FULL DISCLOSURE BY
11				SELLERS
12				A. Other conditions or defects:
13	[] Yes	[] No	[] Don't know	*Are there any other existing material
14	[] 103	[]110	[] Bont know	defects affecting ((this)) the property
15				((or its value that a prospective buyer
16				should know about)) that are not
17				apparent or readily ascertainable to
18				Buyer?
19				B. Verification:
20				The foregoing answers and attached
21				explanations (if any) are complete and
22				correct to the best of my/our knowledge
23				and I/we have received a copy hereof.
24				I/we authorize all of my/our real estate
25				licensees, if any, to deliver a copy of
26				this disclosure statement to other real
27				estate licensees and all prospective
28				buyers of the property.
29	DATE		SELLER	SELLER
30				
			ER'S ACKNOWLED	
31		A.	-	eknowledge the)) Buyer hereby
32			_	Buyer has a duty to pay diligent attention
33			· ·	ets ((which)) that are known to ((me/us))
34			-	wn to ((me/us)) <u>Buyer</u> by utilizing diligent
35		_	attention and observa	
36		В.	•	vledges and understands that)) The
37				in this statement and in any amendments
38				made only by the Seller and not by any
39		-	real estate licensee o	
40		C.		that, pursuant to RCW 64.06.050(2), real
41				not liable for inaccurate information
42			-	except to the extent that real estate
43				ch inaccurate information.
44		<u>D.</u>		or disclosure only and is not intended to
45			-	en agreement between the Buyer and
46			Seller.	

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1 Buyer (which term includes all persons signing the "Buyer's 2 acceptance" portion of this disclosure statement below) 3 ((hereby acknowledges receipt of)) has received a copy of this Disclosure Statement (including attachments, if any) bearing 4 Seller's signature. 5 6 DISCLOSURES CONTAINED IN THIS ((FORM)) DISCLOSURE STATEMENT ARE 7 PROVIDED BY ((THE)) SELLER BASED ON ((THE BASIS OF)) SELLER'S ACTUAL 8 KNOWLEDGE OF THE PROPERTY AT THE TIME ((OF DISCLOSURE. YOU, THE BUYER,)) SELLER COMPLETES THIS DISCLOSURE STATEMENT, UNLESS BUYER AND 9 10 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS 11 SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 12

DISCLOSURE STATEMENT TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING 13

((YOUR SEPARATE SIGNED)) A SEPARATELY SIGNED WRITTEN STATEMENT 14

RESCISSION TO ((THE)) SELLER ((UNLESS YOU WAIVE THIS RIGHT OF

16 RESCISSION)). BUYER MAY, HOWEVER, WAIVE THE RIGHT TO RESCIND AT OR

17 PRIOR TO THE TIME BUYER ENTERS INTO A PURCHASE AND SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ((REAL PROPERTY 18

TRANSFER)) DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES 19

20 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE

21 LICENSEE OR OTHER PARTY.

15

23 24

25

26 27

28

29

30

31

32

33 34

35

22 DATE BUYER BUYER

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

(3) The ((real property transfer)) 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 ((real)) The ((real property transfer)) 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.

--- END ---

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