CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1634

58th Legislature 2003 Regular Session

Passed by the House April 22, 2003 Yeas 98 Nays 0	CERTIFICATE				
•	I, Cynthia Zehnder, Chief Clerk of the House of Representatives of the State of Washington, do hereby				
Speaker of the House of Representatives	certify that the attached is SUBSTITUTE HOUSE BILL 1634 as passed by the House of Representatives and the Senate on				
Passed by the Senate April 14, 2003 Yeas 47 Nays 1	the dates hereon set forth.				
	Chief Clerk				
President of the Senate					
Approved	FILED				
Governor of the State of Washington	Secretary of State State of Washington				

SUBSTITUTE HOUSE BILL 1634

AS AMENDED BY THE SENATE

Passed Legislature - 2003 Regular Session

State of Washington 58th Legislature 2003 Regular Session

By House Committee on Commerce & Labor (originally sponsored by Representatives Conway, Chandler, Kenney, Berkey, Wood, Holmquist, Crouse, Tom, Edwards and Rockefeller)

READ FIRST TIME 03/05/03.

- 1 AN ACT Relating to the residential property seller disclosure
- 2 statement; and amending RCW 64.06.020.
- 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

- 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 TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE
- 11 OF THE PROPERTY AT THE TIME ((THIS DISCLOSURE FORM IS COMPLETED BY THE
- 12 SELLER.)) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
- 13 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS((-
- 14 UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S))
- 15 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
- 16 STATEMENT TO YOU TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING ((YOUR
- 17 SEPARATE)) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE
- 18 SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR)) SELLER OR SELLER'S AGENT.
- 19 IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN
- 20 YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO ((ENTERING)) OR AFTER THE
- 21 TIME YOU ENTER 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 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR
- 29 EXAMPLE)) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
- 30 <u>WITHOUT LIMITATION</u>, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 31 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 32 TREATMENT INSPECTORS, OR STRUCTURAL PEST ((AND DRY ROT)) INSPECTORS.
- 33 THE PROSPECTIVE BUYER AND ((THE OWNER)) SELLER MAY WISH TO OBTAIN
- 34 PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
- 35 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
- 36 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.
- 37 Seller . . . is/ . . . is not occupying the property.

1	I. SELLER'S DISCLOSURES:								
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					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 20					may affect the ((owner's)) <u>Buyer's</u> use of				
21		[]Yes	[] No	[] Don't know	*E. Are there any written agreements				
22		[] Tes	[]10	[] Don't know	for joint maintenance of an easement or				
23					right of way?				
24		[] Yes	[] No	[] Don't know	*F. Is there any study, survey project, or				
25					notice that would adversely affect the				
26					property?				
27		[] Yes	[] No	[] Don't know	*G. Are there any pending or existing				
28					assessments against the property?				
29		[] Yes	[] No	[] Don't know	*H. Are there any zoning violations,				
30					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		f 3 3 7	CLAY	CID 14	property?				
36		[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions,				
37					or restrictions which affect the property?				
38					2. WATER				

39

A. Household Water

1					(1) The source of ((the)) water for
2					the property is:
3					[] Private or publicly owned water
4					system
5					[] Private well serving only the
6					subject property
7					*[] Other water system
8		[] Yes	[] <u>No</u>	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	$((\overset{*}{e},)) \overset{*}{(3)}$ 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)) <u>provided</u> 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					system for the property?

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

1 2 3 4 5	[] Yes	[] No	[] Don't know	((*E. Do)) E. Are all plumbing fixtures, including laundry drain, ((go)) connected to the ((septie/sewer)) sewer/on-site sewage system? If no,
6 7 8	[]Yes	[] No	[] Don't know	*F. ((Are you aware of)) Have there been any changes or repairs to the ((septie)) on-site sewage system?
9 10 11 12	[] Yes	[] No	[] Don't know	G. Is the ((septie-tank)) on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.
13 14 15 16 17	[] Yes	[] <u>No</u>	[] Don't know	H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? If yes, please explain.
18 19 20 21 22	STATEME HAS NEV COMPLET	ENT IS BEI ER BEEN (FE THE QU	NG COMPLETED F OCCUPIED, THE SE JESTIONS LISTED	PROPERTY DISCLOSURE FOR NEW CONSTRUCTION WHICH ELLER IS NOT REQUIRED TO IN ITEM 4. STRUCTURAL OR ITEM
23	5. SYSTE	MS AND F	TIXTURES	4 CEDITOTION
0.5	F137	CLAY	DD M	4. STRUCTURAL
25	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
26 27 28	(([] Yes [] Yes	[] No	[] Don't know	### If yes, has it been repaired?)) *B. Has the basement flooded or leaked?
29 30	[] Yes	[] <u>No</u>	[] Don't know	<u>*C.</u> Have there been any conversions, additions, or remodeling?
31 32	[] Yes	[] No	[] Don't know	((*1.)) *(1) If yes, were all building permits obtained?
33 34	[] Yes	[] No	[] Don't know	((*2.)) *(2) If yes, were all final inspections obtained?
35 36 37	[]Yes	[] No	[] Don't know	((C:)) <u>D.</u> Do you know the age of the house? If yes, year of original construction:
38 39 40 41 42 43	[] Yes	[] No	[] Don't know	((*D. Do you know of)) *E. Has there been any settling, slippage, or sliding of ((either the house or other structures/improvements located on the property? If yes, explain:)) the property or its improvements?

1 2 3 4	[] Yes	s	[] No	[] Don't	know	any defects with	now of)) * F. Are there in the following: (If yes, plicable items and
5		□ Fou	ındations		□ Decks		□ Exterior Walls
6		□ Chi	mneys		□ Interior	Walls	□ Fire Alarm
7		□ Do	•		□ Windov	ws	□ Patio
8		□ Cei			□ Slab Fl		□ Driveways
9		□ Poo			□ Hot Tu		□ Sauna
10			ewalks		□ Outbuil		□ Fireplaces
11			rage Floors		□ Walkw	-	
12			_		□ Wood S		<u>a sumg</u>
12			ici		- Wood I	noves	
13	(([] Y	es	[] No	[] Don't	know	_	or dry rot, structural or
14 15							inspection done? When n was the inspection
16						•	·····
17	[] Yes	s	[] No	[] Don't	know	-	ming ownership, has
18				.,			ad a problem with wood
19						destroying orga	nisms and/or have there
20						been any proble	ems with pest control,
21						infestations, or	vermin?))
22	[] Yes	<u>s</u>	[] No	Don't	know		ructural pest or "whole
23						_	on done? If yes, when
24 25						-	n was the inspection
26	[]Yes	c	<u>[] No</u>	Don't	know	-	ownership, has the
27	1110	<u>s</u>	1110	[] Don't	KIIOW		y wood destroying
28						organism or pes	
29	[] Yes	<u>s</u>	[] No	[] Don't	know	I. Is the attic in	sulated?
30	[] Yes	<u>s</u>	[] No	[] Don't	know	J. Is the baseme	ent insulated?
31						5 CVCTEME A	AND FIXTURES
20							
32							y of the following ares are included with the
34						•	ey have any existing
35							ere any defects? If yes,
36						please explain.	
37	[] Yes	s	[] No	[] Don't	know	((* A.)) Ele	ectrical system, including
38						wiring, swi	tches, outlets, and
39						service	
40	[] Yes	S	[] No	[] Don't	know		imbing system, including
41							ets, fixtures, and toilets
42	[] Yes		[] No	[] Don't			t water tank
43	[] Yes	S	[] No	[] Don't	know		rbage disposal
44	[] Yes	s	[] No	[] Don't	know	((* E.)) Ap	pliances
45	[] Yes	s	[] No	[] Don't	know	((* F.)) Sur	np pump

1 2	[] Yes	[] No	[] Don't know	((*G.)) Heating and cooling systems
3	[] Yes	[] No	[] Don't know	((*H-)) Security system
4				[] Owned [] Leased
5				((*L)) Other
6				*B. If any of the following fixtures
7				or property is included with the
8				transfer, are they leased? (If yes,
9				please attach copy of lease.)
10	[] Yes	<u>[] No</u>	Don't know	Security system
11	[] Yes	<u>[] No</u>	Don't know	Tanks (type):
12	[] Yes	[] <u>No</u>	[] Don't know	Satellite dish
13				Other:
14				6. COMMON INTERESTS
15	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
16				Association? Name of Association
17				
18	[] Yes	[] No	[] Don't know	B. Are there regular periodic
19				assessments:
20				\$ per [] Month [] Year
21				[] Other
22	[] Yes	[] No	[] Don't know	*C. Are there any pending special
23				assessments?
24	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
25				areas" or any joint maintenance
26				agreements (facilities such as walls,
27				fences, landscaping, pools, tennis courts,
28				walkways, or other areas co-owned in
29				undivided interest with others)?
30				7. GENERAL
31	[] Yes	[] No	[] Don't know	*A. ((Is there any settling, soil, standing
32				water, or)) Have there been any drainage
33				problems on the property?
34	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
35				material?
36	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
37				property (($\frac{1}{2}$ of the structure)) from
38				fire, wind, floods, beach movements,
39				earthquake, expansive soils, or
40				landslides?
41	[] Yes	[] No	[] Don't know	D. Is the property in a designated flood
42				plain?

1 2	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products on the property that may be
3				((an)) environmental ((hazard such as,
4				but not limited to,)) concerns, such as
5				asbestos, formaldehyde, radon gas, lead-
6				based paint, fuel or chemical storage
7				tanks, $((and))$ or contaminated soil or
8				water ((on the subject property))?
9	[] Yes	[] No	[] Don't know	*G. Has the property ever been used as
10				an illegal drug manufacturing site?
11	[] Yes	[] <u>No</u>	[] Don't know	*H. Are there any radio towers in the
12				area that may cause interference with
13				telephone reception?
14				8. MANUFACTURED AND
15				MOBILE HOMES
16				If the property includes a manufactured
17				or mobile home,
18	[] Yes	<u>[] No</u>	[] Don't know	*A. Did you make any alterations to the
19				home? If yes, please describe the
20				alterations:
21	[] Yes	[] No	Don't know	*B. Did any previous owner make any
22				alterations to the home? If yes, please
23				describe the alterations:
24	[] Yes	<u>[] No</u>	[] Don't know	*C. If alterations were made, were
25				permits or variances for these alterations
26				obtained?
27				((8,)) 9. FULL DISCLOSURE BY
28				SELLERS
29				A. Other conditions or defects:
30	[] Yes	[] No	[] Don't know	*Are there any other existing material
31				defects affecting ((this)) the property
32				((or its value)) that a prospective buyer
33				should know about?
34				B. Verification:
35				The foregoing answers and attached
36				explanations (if any) are complete and
37				correct to the best of my/our knowledge
38				and I/we have received a copy hereof.
39				I/we authorize all of my/our real estate
40				licensees, if any, to deliver a copy of this
41				disclosure statement to other real estate
42				licensees and all prospective buyers of
43				the property.
44	DATE		SELLER	SELLER

II. BUYER'S ACKNOWLEDGMENT

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2	A. ((As buyer(s), L/we acknowledge the)) <u>Buyer hereby</u> <u>acknowledges that: Buyer has a</u> duty to pay diligent attention
3	to any material defects ((which)) that are known to ((me/us))
4	Buyer or can be known to ((me/us)) Buyer by utilizing diligent
5	attention and observation.
6	B. $((Each buyer acknowledges and understands that)) \underline{T}$ he
7 8	disclosures set forth in this statement and in any amendments to this statement are made only by the <u>Seller and not by any</u>
9	real estate licensee or other party.
10	C. <u>Buyer acknowledges that, pursuant to RCW 64.06.050(2), real</u>
11	estate licensees are not liable for inaccurate information
12	provided by Seller, except to the extent that real estate
13	licensees know of such inaccurate information. D. This information is for disclosure only and is not intended to
15	be a part of the written agreement between the Buyer and
16	<u>Seller.</u>
17	<u>E.</u> Buyer (which term includes all persons signing the " <u>Buyer</u> 's
18	acceptance" portion of this disclosure statement below)
19 20	((hereby acknowledges receipt of)) <u>has received</u> a copy of this <u>Disclosure Statement</u> (including attachments, if any) bearing
21	<u>S</u> eller's signature.
22	DISCLOSURES CONTAINED IN THIS ((FORM)) DISCLOSURE STATEMENT ARE
23	PROVIDED BY ((THE)) SELLER BASED ON ((THE BASIS OF)) SELLER'S ACTUAL
24	KNOWLEDGE OF THE PROPERTY AT THE TIME ((OF DISCLOSURE. YOU, THE
25	BUYER,)) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND
26	SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
27	DAYS((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
28	SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
29	DISCLOSURE STATEMENT TO RESCIND (($rac{your}{}$)) $\underline{\text{THE}}$ AGREEMENT BY DELIVERING
30	((YOUR SEPARATE SIGNED)) <u>A SEPARATELY SIGNED</u> WRITTEN STATEMENT OF
31	RESCISSION TO ((THE)) SELLER ((UNLESS YOU WAIVE THIS RIGHT OF
32	RESCISSION)) OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A
33	COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND
34	PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
35	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ((REAL PROPERTY
36	TRANSFER)) DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
37	MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
38	LICENSEE OR OTHER PARTY.
39	DATE BUYER BUYER
40	(2) If the disclosure statement is being completed for new
41	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)) property. 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 ---