## CERTIFICATION OF ENROLLMENT

## ENGROSSED SUBSTITUTE SENATE BILL 6153

# 58th Legislature 2004 Regular Session

Passed by the Senate February 17, 2004 YEAS 48 NAYS 0	CERTIFICATE		
TEAD TO WATE O	I, Milton H. Doumit, Jr. Secretary of the Senate of the State of Washington, do hereby		
President of the Senate	certify that the attached is ENGROSSED SUBSTITUTE SENATE BILD		
Passed by the House March 3, 2004 YEAS 96 NAYS 0	6153 as passed by the Senate and the House of Representatives of the dates hereon set forth.		
Speaker of the House of Representatives	Secretary		
Approved	FILED		
	Secretary of State		
Governor of the State of Washington	State of Washington		

### ENGROSSED SUBSTITUTE SENATE BILL 6153

Passed Legislature - 2004 Regular Session

# State of Washington 58th Legislature 2004 Regular Session

By Senate Committee on Financial Services, Insurance & Housing (originally sponsored by Senators Prentice, Eide, Haugen, Winsley, Kohl-Welles and Kline)

READ FIRST TIME 01/22/04.

- 1 AN ACT Relating to notifying home buyers of where information
- 2 regarding registered sex offenders may be obtained; amending RCW
- 3 64.06.020; adding a new section to chapter 64.06 RCW; creating a new
- 4 section; and providing an effective date.
- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 6 **Sec. 1.** RCW 64.06.020 and 2003 c 200 s 1 are each amended to read 7 as follows:
- 8 (1) In a transaction for the sale of residential property, the
- 9 seller shall, unless the buyer has expressly waived the right to
- 10 receive the disclosure statement, or unless the transfer is exempt
- 11 under RCW 64.06.010, deliver to the buyer a completed seller disclosure
- 12 statement in the following format and that contains, at a minimum, the
- 13 following information:
- 14 INSTRUCTIONS TO THE SELLER
- 15 Please complete the following form. Do not leave any spaces blank. If
- 16 the question clearly does not apply to the property write "NA". If the
- 17 answer is "yes" to any \* items, please explain on attached sheets.
- 18 Please refer to the line number(s) of the question(s) when you provide

- 1 your explanation(s). For your protection you must date and sign each
- 2 page of this disclosure statement and each attachment. Delivery of the
- 3 disclosure statement must occur not later than five business days,
- 4 unless otherwise agreed, after mutual acceptance of a written contract
- 5 to purchase between a buyer and a seller.
- 6 NOTICE TO THE BUYER
- 7 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 9 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 10 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 11 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 12 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 13 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 14 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 15 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 16 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER'S
- 17 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 18 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 19 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 20 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 21 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 22 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 23 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 24 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 25 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 26 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 27 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 28 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 29 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 30 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 31 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 32 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 33 WARRANTIES.
- 34 Seller . . . is/ . . . is not occupying the property.

1	I. SELLER'S DISCLOSURES:	
2	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and	
3	attach documents, if available and not otherwise publicly recorded. If necessary, use an	1
4	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?	7
10	(1) First right of refusal	
11	(2) Option	
12	(3) Lease or rental agreement	
13	(4) Life estate?	
14 15 16	[] Yes [] No [] Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?	
17 18 19	[] Yes [] No [] Don't know *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the property?	y
20 21 22	[] Yes [] No [] Don't know *E. Are there any written agreements fo joint maintenance of an easement or righ of way?	
23 24 25	[] Yes [] No [] Don't know *F. Is there any study, survey project, or notice that would adversely affect the property?	r
26 27	[] Yes [] No [] Don't know *G. Are there any pending or existing assessments against the property?	
28 29 30 31	[] Yes [] No [] Don't know *H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling.	?
32	[] Yes [] No [] Don't know *I. Is there a boundary survey for the property?	
34 35	[] Yes [] No [] Don't know *J. Are there any covenants, conditions, or restrictions which affect the property?	
36	2. WATER	
37	A. Household Water	
38	(1) The source of water for the	
39	property is:	
40	[] Private or publicly owned water	
41	system	
42	[] Private well serving only the	
43 44	subject property *[] Other water system	

1	[ ] Yes	[] No	[] Don't know	*If shared, are there any written agreements?
3	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or
5 6 7	[] Yes	[ ] No	[] Don't know	maintenance of the water source?  *(3) Are there any known problems or repairs needed?
8 9 10	[ ] Yes	[ ] No	[] Don't know	(4) During your ownership, has the source provided an adequate year round supply of potable water? If
11 12 13 14	[]Yes	[ ] No	[] Don't know	no, please explain.  *(5) Are there any water treatment systems for the property? If yes, are they []Leased []Owned
15				B. Irrigation
16 17 18	[] Yes	[ ] No	[] Don't know	(1) Are there any water rights for the property, such as a water right, permit, certificate, or claim?
19 20	[] Yes	[ ] No	[] Don't know	*(a) If yes, have the water rights been used during the last five years?
21 22	[] Yes	[ ] No	[] Don't know	*(b) If so, is the certificate available?
23				C. Outdoor Sprinkler System
24 25	[ ] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
26 27	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
28 29	[] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
30 31				3. SEWER/ON-SITE SEWAGE SYSTEM
32				A. The property is served by: [] Public
33 34				sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and
35				all other component parts) [] Other
36				disposal system, please describe:
37				
38	[] Yes	[] No	[] Don't know	B. If public sewer system service is
39				available to the property, is the house
40				connected to the sewer main? If no, please explain.
41				piease explain.
43	[] Yes	[] No	[] Don't know	C. Is the property subject to any sewage
44	[] 103	[]110	[ ] Don't know	system fees or charges in addition to
45				those covered in your regularly billed
46				sewer or on-site sewage system
47				maintenance service?

1				D. If the property is connected to an on-
2				site sewage system:
3	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
4				construction, and was it approved by
5				the local health department or
6				district following its construction?
7				(2) When was it last pumped:
8				
9	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
10				operation of the on-site sewage
11				system?
12			[] Don't know	(4) When was it last inspected?
13				
14				By Whom:
15			[] Don't know	(5) For how many bedrooms was the
16				on-site sewage system approved ?
17				bedrooms
18	[] Yes	[ ] No	[] Don't know	E. Are all plumbing fixtures, including
19				laundry drain, connected to the sewer/on-
20				site sewage system? If no, please
21				explain:
22	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
23				repairs to the on-site sewage system?
24	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
25 26				including the drainfield, located entirely within the boundaries of the property? If
27				no, please explain.
28				
29	[] Yes	[] No	[] Don't know	H. Does the on-site sewage system
30	[]	[]	[]========	require monitoring and maintenance
31				services more frequently than once a
32				year? If yes, please explain.
33				
34	NOTICE: I	F THIS RE	SIDENTIAL REAL	PROPERTY DISCLOSURE
35	STATEME	NT IS BEI	NG COMPLETED FO	OR NEW CONSTRUCTION WHICH
36	HAS NEVE	ER BEEN C	OCCUPIED, THE SEI	LLER IS NOT REQUIRED TO
37	COMPLET	E THE QU	ESTIONS LISTED II	NITEM 4. STRUCTURAL OR ITEM
38	5. SYSTEN	AS AND FI	IXTURES	
39				4. STRUCTURAL
40	[] Yes	[] No	[] Don't know	*A. Has the roof leaked?
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, were all final inspections obtained?
3	[] Yes	[] No	[] Don't know	D. Do you know the age of the house?
4				If yes, year of original construction:
5				
6 7	[] Yes	[ ] No	[] Don't know	*E. Has there been any settling, slippage, or sliding of the property or its
8				improvements?
9	[] Yes	[] No	[] Don't know	*F. Are there any defects with the
10				following: (If yes, please check
11				applicable items and explain.)
12		□ Foundations	□ Decks	□ Exterior Walls
13	[	□ Chimneys	□ Interior	Walls □ Fire Alarm
14		□ Doors	□ Windov	vs   Patio
15	[	□ Ceilings	□ Slab Flo	oors   □ Driveways
16	[	□ Pools	□ Hot Tul	o □ Sauna
17		□ Sidewalks	□ Outbuil	dings    Fireplaces
18		Garage Floors	□ Walkw	ays   □ Siding
19	[	1 Other	□ Wood S	Stoves
20	[]Yes	[] No	[] Don't know	*G. Was a structural pest or "whole
21				house" inspection done? If yes, when
22				and by whom was the inspection
23				completed?
24	[] Yes	[ ] No	[] Don't know	H. During your ownership, has the
25				property had any wood destroying
26	£ 1.37	CIN	OD N	organism or pest infestation?
27	[] Yes	[] No	[] Don't know	I. Is the attic insulated?
28	[] Yes	[ ] No	[] Don't know	J. Is the basement insulated?
29				5. SYSTEMS AND FIXTURES
30				*A. If any of the following systems or
31				fixtures are included with the transfer,
32 33				are there any defects? If yes, please explain.
34	[]Yes	[] No	[] Don't know	Electrical system, including wiring,
35	()	(1	[]=========	switches, outlets, and service
36	[] Yes	[ ] No	[] Don't know	Plumbing system, including pipes,
37				faucets, fixtures, and toilets
38	[] Yes	[ ] No	[] Don't know	Hot water tank
39	[] Yes	[ ] No	[] Don't know	Garbage disposal
40	[] Yes	[ ] No	[] Don't know	Appliances
41	[] Yes	[] No	[] Don't know	Sump pump
42	[] Yes	[] No	[] Don't know	Heating and cooling systems
43	[] Yes	[] No	[] Don't know	Security system
44				[] Owned[] Leased
45				Other

1				*B. If any of the following fixtures
2				or property is included with the
3				transfer, are they leased? (If yes,
4				please attach copy of lease.)
5	[] Yes	[] No	[] Don't know	Security system
6	[] Yes	[] No	[] Don't know	Tanks (type):
7	[] Yes	[] No	[] Don't know	Satellite dish
8				Other:
9				6. COMMON INTERESTS
10	[] Yes	[] No	[] Don't know	A. Is there a Home Owners'
11	[] 100	[]1.0	[] Bont Mion	Association? Name of Association
12				
13	[]Yes	[] No	[] Don't know	B. Are there regular periodic
14	[] 100	[]1.0	[] Bont Mion	assessments:
15				\$ per [ ] Month [ ] Year
16				[] Other
17	[] Yes	[] No	[] Don't know	*C. Are there any pending special
18	[] 103	[]110	[ ] Don't know	assessments?
19	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
20	[] Tes	[][NO	[ ] Don't know	areas" or any joint maintenance
21				agreements (facilities such as walls,
22				fences, landscaping, pools, tennis courts,
23				walkways, or other areas co-owned in
24				undivided interest with others)?
25				7. GENERAL
26	[] Yes	[] No	[] Don't know	*A. Have there been any drainage
27	[] 103	[]110	[ ] Don't know	problems on the property?
28	[] Yes	[] No	[] Don't know	*B. Does the property contain fill
29	[] 165	[]NO	[ ] Don't know	material?
30	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
31	[] Tes	[][NO	[ ] Don't know	property from fire, wind, floods, beach
32				movements, earthquake, expansive soils,
33				or landslides?
34	[]Yes	[] No	[] Don't know	D. Is the property in a designated flood
35				plain?
36	[]Yes	[] No	[] Don't know	*E. Are there any substances, materials,
37	[] 100	[]1.0	[] Bont Mion	or products on the property that may be
38				environmental concerns, such as
39				asbestos, formaldehyde, radon gas, lead-
40				based paint, fuel or chemical storage
41				tanks, or contaminated soil or water?
42	[] Yes	[] No	[] Don't know	*G. Has the property ever been used as
43				an illegal drug manufacturing site?
44	[] Yes	[] No	[] Don't know	*H. Are there any radio towers in the
45				area that may cause interference with
46				telephone reception?

1				8. MANUFACTURED AND
2				MOBILE HOMES
3				If the property includes a manufactured
4				or mobile home,
5	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
6				home? If yes, please describe the
7				alterations:
8	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
9				alterations to the home? If yes, please
10				describe the alterations:
11	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
12				permits or variances for these alterations
13				obtained?
14				9. FULL DISCLOSURE BY
15				SELLERS
16				A. Other conditions or defects:
17	[] Yes	[ ] No	[] Don't know	*Are there any other existing material
18				defects affecting the property that a
19				prospective buyer should know about?
20				B. Verification:
21				The foregoing answers and attached
22				explanations (if any) are complete and
23				correct to the best of my/our knowledge
24				and I/we have received a copy hereof.
25				I/we authorize all of my/our real estate
26				licensees, if any, to deliver a copy of this
27				disclosure statement to other real estate
28				licensees and all prospective buyers of
29				the property.
30	DATE		SELLER	SELLER
31			NOTICE TO T	THE BUYER
32	INFORMA	ΓΙΟΝ REG.	ARDING REGISTER	RED SEX OFFENDERS MAY
33				ORCEMENT AGENCIES. THIS
34	NOTICE IS	INTENDE	D ONLY TO INFOR	M YOU OF WHERE TO OBTAIN THIS
35	INFORMA'	TION AND	IS NOT AN INDICA	ATION OF THE PRESENCE OF
36	REGISTER	ED SEX O	FFENDERS.	
37		II RIIVI	ER'S ACKNOWLEI	OCMENT
20				
38 39		A.	-	owledges that: Buyer has a duty to pay any material defects that are known to
40				own to Buyer by utilizing diligent attention
41			and observation.	on a buyer by unitality unigent andition
42		В.		forth in this statement and in any
42		D.		statement are made only by the Seller and
44				te licensee or other party.

1	C.	Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
2		estate licensees are not liable for inaccurate information
3		provided by Seller, except to the extent that real estate
4		licensees know of such inaccurate information.
5	D.	This information is for disclosure only and is not intended to
6		be a part of the written agreement between the Buyer and
7		Seller.
8	E.	Buyer (which term includes all persons signing the "Buyer's
9		acceptance" portion of this disclosure statement below) has
10		received a copy of this Disclosure Statement (including
11		attachments, if any) bearing Seller's signature.
1.0	 ~~	

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 13 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 15 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 16 17 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER 19 DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE 20 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE

21 AGREEMENT.

31 32

33

34 35

36

37

- 22 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 23 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 24
- 25 DATE . . . . . . BUYER . . . . . . BUYER . . . . .
- 26 If the disclosure statement is being completed for new 27 construction which has never been occupied, the disclosure statement is not required to contain and the seller is not required to complete the 28 29 questions listed in item 4. Structural or item 5. Systems and 30 Fixtures.
  - (3) 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.
- 38 NEW SECTION. Sec. 2. A new section is added to chapter 64.06 RCW 39 to read as follows:

- The notice regarding sex offenders under RCW 64.06.020 does not 1 2 create any legal duty on the part of the seller, or on the part of any real estate licensee, to investigate or to provide the buyer with 3 information regarding the actual presence, or lack thereof, of 4 registered sex offenders in the area of any property, including but not 5 limited to any property that is the subject of a disclosure or waiver 6 7 of disclosure under this chapter, or that is exempt from disclosure under RCW 64.06.010. 8
- 9 <u>NEW SECTION.</u> **Sec. 3.** This act applies prospectively only and not 10 retroactively. It applies only to residential real property purchase 11 and sale agreements entered into on or after the effective date of this 12 act, without regard to when the agreements are closed or finalized.
- 13 <u>NEW SECTION.</u> **Sec. 4.** This act takes effect January 1, 2005.

--- END ---