

SHB 1420 - S AMD 453

By Senators Fraser, Honeyford, Berkey, Holmquist, Benton

ADOPTED 04/22/2009

1 Strike everything after the enacting clause and insert the
2 following:

3 "Sec. 1. RCW 64.06.005 and 2007 c 107 s 2 are each amended to read
4 as follows:

5 The definitions in this section apply throughout this chapter
6 unless the context clearly requires otherwise.

7 (1) "Improved residential real property" means:

8 (a) Real property consisting of, or improved by, one to four
9 residential dwelling units;

10 (b) A residential condominium as defined in RCW 64.34.020(9),
11 unless the sale is subject to the public offering statement requirement
12 in the Washington condominium act, chapter 64.34 RCW;

13 (c) A residential timeshare, as defined in RCW 64.36.010(11),
14 unless subject to written disclosure under the Washington timeshare
15 act, chapter 64.36 RCW; or

16 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
17 46.04.302, that is personal property.

18 (2) "Residential real property" means both improved and unimproved
19 residential real property.

20 (3) "Seller disclosure statement" means the form to be completed by
21 the seller of residential real property as prescribed by this chapter.

22 (4) "Unimproved residential real property" means property zoned for
23 residential use that is not improved by residential dwelling units, a
24 residential condominium, a residential timeshare, or a mobile or
25 manufactured home. It does not include property defined as "timber
26 land" under RCW 84.34.020.

27 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read
28 as follows:

29 (1) In a transaction for the sale of unimproved residential real

1 property, the seller shall, unless the buyer has expressly waived the
2 right to receive the disclosure statement under RCW 64.06.010, or
3 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
4 the buyer a completed seller disclosure statement in the following
5 format and that contains, at a minimum, the following information:

6 INSTRUCTIONS TO THE SELLER

7 Please complete the following form. Do not leave any spaces blank. If
8 the question clearly does not apply to the property write "NA." If the
9 answer is "yes" to any * items, please explain on attached sheets.
10 Please refer to the line number(s) of the question(s) when you provide
11 your explanation(s). For your protection you must date and sign each
12 page of this disclosure statement and each attachment. Delivery of the
13 disclosure statement must occur not later than five business days,
14 unless otherwise agreed, after mutual acceptance of a written contract
15 to purchase between a buyer and a seller.

16 NOTICE TO THE BUYER

17 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
18 PROPERTY LOCATED AT
19 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

20 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
21 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
22 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
23 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
24 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
25 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
26 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
27 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
28 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
29 THE TIME YOU ENTER INTO A SALE AGREEMENT.

30 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
31 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
32 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
33 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

34 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
35 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
36 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
37 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,

1 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
2 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
3 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
4 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
5 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
6 WARRANTIES.

7 Seller is/ is not occupying the property.

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I. SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- Yes No Don't know A. Do you have legal authority to sell the property? If no, please explain.
- Yes No Don't know *B. Is title to the property subject to any of the following?
 - (1) First right of refusal
 - (2) Option
 - (3) Lease or rental agreement
 - (4) Life estate?
- Yes No Don't know *C. Are there any encroachments, boundary agreements, or boundary disputes?
- Yes No Don't know *D. Is there a private road or easement agreement for access to the property?
- Yes No Don't know *E. Are there any rights-of-way, easements, or access limitations that ((may)) affect the Buyer's use of the property?
- Yes No Don't know *F. Are there any written agreements for joint maintenance of an easement or right-of-way?
- Yes No Don't know *G. Is there any study, survey project, or notice that would adversely affect the property?
- Yes No Don't know *H. Are there any pending or existing assessments against the property?
- Yes No Don't know *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that ((would)) affect future construction or remodeling?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the property?
2							
3	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants, conditions, or restrictions (which affect) recorded against title to the property?
4							
5							
6							
7							2. WATER
8							A. Household Water
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(1) Does the property have potable water supply?
10							
11							(2) If yes, the source of water for the property is:
12							<input type="checkbox"/> Private or publicly owned water system
13							<input type="checkbox"/> Private well serving only the property
14							* <input type="checkbox"/> Other water system
15							
16							
17							
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written agreements?
19							
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* ⁽³⁾ Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
21							
22							
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	* ⁽⁴⁾ Are there any (known) problems or repairs needed?
24							
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
26							
27							
28	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
29							
30							
31							
32	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)
33							
34							
35							
36	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
37							
38							
39							* ^(b) If yes, has all or any portion of the water right not been used for five or more successive years? ((If yes, please explain--)))
40							
41							
42							.....
43							
44	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?
45							
46							

1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(8) Are there any defects in the
2				operation of the water system (e.g.,
3				pipes, tank, pump, etc.)?
4				B. Irrigation Water
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) Are there any irrigation water rights
6				for the property, such as a water right
7				permit, certificate, or claim? (If yes,
8				please attach a copy.)
9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) If yes, has all or any portion of the
10				water right not been used for five or
11				more successive years?
12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(b) If yes, has the water right permit,
13				certificate, or claim been assigned,
14				transferred, or changed?
15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(2) Does the property receive
16				irrigation water from a ditch company,
17				irrigation district, or other entity? If so,
18				please identify the entity that supplies
19				irrigation water to the property:
20				.....
21				C. Outdoor Sprinkler System
22	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(1) Is there an outdoor sprinkler system
23				for the property?
24	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(2) If yes, are there any defects in the
25				system?
26	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(3) If yes, is the sprinkler system
27				connected to irrigation water?
28				3. SEWER/SEPTIC SYSTEM
29				A. The property is served by:
30				<input type="checkbox"/> Public sewer system
31				<input type="checkbox"/> On-site sewage system (including
32				pipes, tanks, drainfields, and all other
33				component parts)
34				<input type="checkbox"/> Other disposal system, please
35				describe:
36				.....
37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Is the property subject to any
38				sewage system fees or charges in
39				addition to those covered in your
40				regularly billed sewer or on-site sewage
41				system maintenance service?
42				C. If the property is connected to an
43				on-site sewage system:
44	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	*(1) Was a permit issued for its
45				construction?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Was it approved by the local health department or district following its construction?
2				
3				
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Is the septic system a pressurized system?
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Is the septic system a gravity system?
7				
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Have there been any changes or repairs to the on-site sewage system?
9				
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?
11				If no, please explain:
12				.....
13				
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ((If yes, please explain:))
16				
17				
18				
19				.....
20				
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	4. ELECTRICAL/GAS
22				A. Is the property served by natural gas?
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is there a connection charge for gas?
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property served by electricity?
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is there a connection charge for electricity?
26				
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any electrical problems on the property? ((If yes, please explain:))
28				
29				
30				.....
31				
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	5. FLOODING
33				A. ((Are there any flooding, standing water, or drainage problems on the property or affecting access to the property? If yes, please explain:
34				.....
35				
36				
37	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Don't know	B-) Is the property located in a government designated flood zone or floodplain?
38				
39				
40				
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	6. SOIL STABILITY
42				*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? ((If yes, please explain:
43				.....
44				
45				

1 Yes No Don't know B. Does any part of the property
2 contain fill dirt, waste, or other fill
3 material? If yes, please explain:))
4
5

6 **7. ENVIRONMENTAL**

7 Yes No Don't know *A. Have there been any flooding,
8 standing water, or drainage problems on
9 the property that affect the property or
10 access to the property?

11 Yes No Don't know *B. Does any part of the property
12 contain fill dirt, waste, or other fill
13 material?

14 Yes No Don't know *C. Is there any material damage to the
15 property from fire, wind, floods, beach
16 movements, earthquake, expansive
17 soils, or landslides?

18 Yes No Don't know D. Are there any shorelines, wetlands,
19 floodplains, or critical areas on the
20 property?

21 Yes No Don't know *E. Are there any substances,
22 materials, or products in or on the
23 property that may be environmental
24 concerns, such as asbestos,
25 formaldehyde, radon gas, lead-based
26 paint, fuel or chemical storage tanks, or
27 contaminated soil or water?

28 Yes No Don't know *F. Has the property been used for
29 commercial or industrial purposes?

30 Yes No Don't know *G. Is there any soil or groundwater
31 contamination?

32 Yes No Don't know *H. Are there transmission poles(~~or~~
33 ~~transformers~~) or other electrical utility
34 equipment installed, maintained, or
35 buried on the property that do not
36 provide utility service to the structures
37 on the property?

38 Yes No Don't know *I. Has the property been used as a
39 legal or illegal dumping site?

40 Yes No Don't know *J. Has the property been used as an
41 illegal drug manufacturing site?

42 Yes No Don't know *K. Are there any radio towers (~~in the~~
43 ~~area~~) that (~~may~~) cause interference
44 with cellular telephone reception?

45 **8. HOMEOWNERS'**
46 **ASSOCIATION/COMMON**
INTERESTS

1 Yes No Don't know A. Is there a homeowners' association?
2 Name of association:
3

4 Yes No Don't know B. Are there regular periodic
5 assessments:
6 \$. . . per Month Year
7 Other

8 Yes No Don't know *C. Are there any pending special
9 assessments?

10 Yes No Don't know *D. Are there any shared "common
11 areas" or any joint maintenance
12 agreements (facilities such as walls,
13 fences, landscaping, pools, tennis
14 courts, walkways, or other areas co-
15 owned in undivided interest with
16 others)?

17 **9. OTHER FACTS**

18 Yes No Don't know *A. Are there any disagreements,
19 disputes, encroachments, or legal
20 actions concerning the property? ((**If**
21 **yes, please explain:**))
22

23 Yes No Don't know *B. Does the property have any plants
24 or wildlife that are designated as
25 species (~~(or of)~~) of concern, or listed
26 as threatened or endangered by the
27 government?

28 Yes No Don't know *C. Is the property classified or
29 designated as forest land or open space?
30 (~~(If so, specify:)~~)
31

32 Yes No Don't know D. Do you have a forest management
33 plan? If yes, attach.

34 Yes No Don't know *E. Have any development-related
35 permit applications been submitted to
36 any government agencies? (~~(If so,~~
37 ~~specify:)~~)
38

39 If the answer to E is "yes," what is the
40 status or outcome of those applications?
41

42 **10. FULL DISCLOSURE BY**
43 **SELLERS**

44 A. Other conditions or defects:

1 Yes No Don't know *Are there any other existing material
2 defects affecting the property that a
3 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
11 this disclosure statement to other real
12 estate licensees and all prospective
13 buyers of the property.

14 DATE SELLER SELLER

15 NOTICE TO BUYER

16 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
17 OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
18 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
25 attention 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
28 and not by any real estate licensee or other party.
- 29 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
30 real 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 TO

1 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
2 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
3 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
4 AGREEMENT.

5 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
6 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
7 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
8 DATE BUYER BUYER

9 (2) The seller disclosure statement shall be for disclosure only,
10 and shall not be considered part of any written agreement between the
11 buyer and seller of residential property. The seller disclosure
12 statement shall be only a disclosure made by the seller, and not any
13 real estate licensee involved in the transaction, and shall not be
14 construed as a warranty of any kind by the seller or any real estate
15 licensee involved in the transaction.

16 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
17 as follows:

18 (1) In a transaction for the sale of improved residential real
19 property, the seller shall, unless the buyer has expressly waived the
20 right to receive the disclosure statement under RCW 64.06.010, or
21 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
22 the buyer a completed seller disclosure statement in the following
23 format and that contains, at a minimum, the following information:

24 INSTRUCTIONS TO THE SELLER

25 Please complete the following form. Do not leave any spaces blank. If
26 the question clearly does not apply to the property write "NA." If the
27 answer is "yes" to any * items, please explain on attached sheets.
28 Please refer to the line number(s) of the question(s) when you provide
29 your explanation(s). For your protection you must date and sign each
30 page of this disclosure statement and each attachment. Delivery of the
31 disclosure statement must occur not later than five business days,
32 unless otherwise agreed, after mutual acceptance of a written contract
33 to purchase between a buyer and a seller.

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1 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

2 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
3 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
4 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
5 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
6 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
7 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
8 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
9 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
10 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
11 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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13 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
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16 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
17 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
18 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
19 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
20 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
21 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
22 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
23 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
24 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
25 WARRANTIES.

26 Seller is/ is not occupying the property.

27 **I. SELLER'S DISCLOSURES:**

28 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
29 and attach documents, if available and not otherwise publicly recorded. If necessary,
30 use an attached sheet.

31 **1. TITLE**
32 Yes No Don't know A. Do you have legal authority to sell
33 the property? If no, please explain.
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

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				(2) Option
				(3) Lease or rental agreement
				(4) Life estate?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Is there a private road or easement agreement for access to the property?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there any pending or existing assessments against the property?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Is there a boundary survey for the property?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any covenants, conditions, or restrictions (which affect) <u>recorded against</u> the property?

2. WATER

A. Household Water

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				(1) The source of water for the property is:
				<input type="checkbox"/> Private or publicly owned water system
				<input type="checkbox"/> Private well serving only the subject property
				* <input type="checkbox"/> Other water system
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written agreements?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any (known) problems or repairs needed?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) During your ownership, has the
2				source provided an adequate
3				year-round supply of potable
4				water? If no, please explain.
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (5) Are there any water treatment
6				systems for the property? If yes,
7				are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (6) Are there any water rights for
9				the property associated with its
10				domestic water supply, such as a
11				water right permit, certificate, or
12				claim?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right
14				permit, certificate, or claim been
15				assigned, transferred, or changed?
16				<u>*(b)</u> If yes, has all or any portion of
17				the water right not been used for
18				five or more successive years? (((If
19				yes, please explain:)))
20	<u><input type="checkbox"/> Yes</u>	<u><input type="checkbox"/> No</u>	<u><input type="checkbox"/> Don't know</u>	* (7) <u>Are there any defects in the</u>
21				<u>operation of the water system (e.g.</u>
22				<u>pipes, tank, pump, etc.)?</u>
23				.....

B. Irrigation Water

24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water
25				rights for the property, such as a
26				water right permit, certificate, or
27				claim?
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (a) If yes, has all or any portion of
29				the water right not been used for
30				five or more successive years?
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (b) If so, is the certificate
32				available? (If yes, please attach a
33				copy.)
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>*(c)</u> If so, has the water right
35				permit, certificate, or claim been
36				assigned, transferred, or changed?
37				((If so, explain:)))
38				.....
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (2) Does the property receive
40				irrigation water from a ditch
41				company, irrigation district, or
42				other entity? If so, please identify
43				the entity that supplies water to the
44				property:
45				.....

C. Outdoor Sprinkler System

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

1 [] Yes [] No [] Don't know E. Are all plumbing fixtures, including
2 laundry drain, connected to the
3 sewer/on-site sewage system? If no,
4 please explain:
5 [] Yes [] No [] Don't know *F. Have there been any changes or
6 repairs to the on-site sewage system?
7 [] Yes [] No [] Don't know G. Is the on-site sewage system,
8 including the drainfield, located entirely
9 within the boundaries of the property?
10 If no, please explain.
11
12 [] Yes [] No [] Don't know *H. Does the on-site sewage system
13 require monitoring and maintenance
14 services more frequently than once a
15 year? ((If yes, please explain.))
16

17 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE
18 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH
19 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO
20 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM
21 5. SYSTEMS AND FIXTURES

22 **4. STRUCTURAL**

23 [] Yes [] No [] Don't know *A. Has the roof leaked within the last
24 five years?
25 [] Yes [] No [] Don't know *B. Has the basement flooded or
26 leaked?
27 [] Yes [] No [] Don't know *C. Have there been any conversions,
28 additions, or remodeling?
29 [] Yes [] No [] Don't know *(1) If yes, were all building
30 permits obtained?
31 [] Yes [] No [] Don't know *(2) If yes, were all final
32 inspections obtained?
33 [] Yes [] No [] Don't know D. Do you know the age of the house?
34 If yes, year of original construction:
35
36 [] Yes [] No [] Don't know *E. Has there been any settling,
37 slippage, or sliding of the property or its
38 improvements?
39 [] Yes [] No [] Don't know *F. Are there any defects with the
40 following: (If yes, please check
41 applicable items and explain.)

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna |

1	<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces
2	<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding
3	<input type="checkbox"/> Other	<input type="checkbox"/> Wood Stoves	
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
5			*G. Was a structural pest or "whole
6			house" inspection done? If yes, when
7			and by whom was the inspection
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
9			H. During your ownership, has the
10			property had any wood destroying
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know
13			I. Is the attic insulated?
14			J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including wiring, switches, outlets, and service
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
29				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
30				Other

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type):
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish
38				Other:

*C. Are any of the following kinds of wood burning appliances present at the property?

42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Woodstove?
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Fireplace insert?
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Pellet stove?
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Fireplace?

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Yes No Don't know

If yes, are all of the (1) woodstoves
or (2) fireplace inserts certified by
the U.S. Environmental Protection
Agency as clean burning appliances
to improve air quality and public
health?

**6. HOMEOWNERS'
ASSOCIATION/Common
INTERESTS**

Yes No Don't know

A. Is there a Homeowners'
Association? Name of Association:
.....

Yes No Don't know

B. Are there regular periodic
assessments:
\$. . . per Month Year
 Other

Yes No Don't know

*C. Are there any pending special
assessments?

Yes No Don't know

*D. Are there any shared "common
areas" or any joint maintenance
agreements (facilities such as walls,
fences, landscaping, pools, tennis
courts, walkways, or other areas co-
owned in undivided interest with
others)?

7. ENVIRONMENTAL

Yes No Don't know

*A. Have there been any flooding,
standing water, or drainage problems on
the property that affect the property or
access to the property?

Yes No Don't know

*B. Does any part of the property
contain fill dirt, waste, or other fill
material?

Yes No Don't know

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

Yes No Don't know

D. Are there any shorelines, wetlands,
floodplains, or critical areas on the
property?

1 Yes No Don't know *E. Are there any substances,
2 materials, or products in or on the
3 property that may be environmental
4 concerns, such as asbestos,
5 formaldehyde, radon gas, lead-based
6 paint, fuel or chemical storage tanks, or
7 contaminated soil or water?

8 Yes No Don't know *F. Has the property been used for
9 commercial or industrial purposes?

10 Yes No Don't know *G. Is there any soil or groundwater
11 contamination?

12 Yes No Don't know *H. Are there transmission poles(,
13 transformers;) or other electrical utility
14 equipment installed, maintained, or
15 buried on the property that do not
16 provide utility service to the structures
17 on the property?

18 Yes No Don't know *I. Has the property been used as a
19 legal or illegal dumping site?

20 Yes No Don't know *J. Has the property been used as an
21 illegal drug manufacturing site?

22 Yes No Don't know *K. Are there any radio towers in the
23 area that (~~may~~) cause interference with
24 cellular telephone reception?

25 **8. MANUFACTURED AND**
26 **MOBILE HOMES**

27 If the property includes a manufactured
28 or mobile home,

29 Yes No Don't know *A. Did you make any alterations to the
30 home? If yes, please describe the
31 alterations:

32 Yes No Don't know *B. Did any previous owner make any
33 alterations to the home? (~~If yes, please~~
34 ~~describe the alterations:~~)

35 Yes No Don't know *C. If alterations were made, were
36 permits or variances for these alterations
37 obtained?

38 **9. FULL DISCLOSURE BY**
39 **SELLERS**

40 A. Other conditions or defects:

41 Yes No Don't know *Are there any other existing material
42 defects affecting the property that a
43 prospective buyer should know about?

44 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

NOTICE TO THE BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE

1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
2 AGREEMENT.

3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
6 DATE BUYER BUYER

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

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

19 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read
20 as follows:

21 (1) If, after the date that a seller of residential real property
22 completes a real property transfer disclosure statement, the seller
23 (~~becomes aware~~) learns from a source other than the buyer or others
24 acting on the buyer's behalf such as an inspector of additional
25 information(~~(7)~~) or an adverse change (~~occurs~~) which makes any of the
26 disclosures made inaccurate, the seller shall amend the real property
27 transfer disclosure statement, and deliver the amendment to the buyer.
28 No amendment shall be required, however, if the seller takes whatever
29 corrective action is necessary so that the accuracy of the disclosure
30 is restored, or the adverse change is corrected, at least three
31 business days prior to the closing date. Unless the corrective action
32 is completed by the seller prior to the closing date, the buyer shall
33 have the right to exercise one of the following two options: (a)
34 Approving and accepting the amendment, or (b) rescinding the agreement
35 of purchase and sale of the property within three business days after
36 receiving the amended real property transfer disclosure statement.
37 Acceptance or recision shall be subject to the same procedures

1 described in RCW 64.06.030. If the closing date provided in the
2 purchase and sale agreement is scheduled to occur within the three-
3 business-day rescission period provided for in this section, the
4 closing date shall be extended until the expiration of the three-
5 business-day rescission period. The buyer shall have no right of
6 rescission if the seller takes whatever action is necessary so that the
7 accuracy of the disclosure is restored at least three business days
8 prior to the closing date.

9 (2) In the event any act, occurrence, or agreement arising or
10 becoming known after the closing of a residential real property
11 transfer causes a real property transfer disclosure statement to be
12 inaccurate in any way, the seller of such property shall have no
13 obligation to amend the disclosure statement, and the buyer shall not
14 have the right to rescind the transaction under this chapter.

15 (3) If the seller in a residential real property transfer fails or
16 refuses to provide to the prospective buyer a real property transfer
17 disclosure statement as required under this chapter, the prospective
18 buyer's right of rescission under this section shall apply until the
19 earlier of three business days after receipt of the real property
20 transfer disclosure statement or the date the transfer has closed,
21 unless the buyer has otherwise waived the right of rescission in
22 writing. Closing is deemed to occur when the buyer has paid the
23 purchase price, or down payment, and the conveyance document, including
24 a deed or real estate contract, from the seller has been delivered and
25 recorded. After closing, the seller's obligation to deliver the real
26 property transfer disclosure statement and the buyer's rights and
27 remedies under this chapter shall terminate.

28 NEW SECTION. **Sec. 5.** This act applies prospectively only and not
29 retroactively. It applies only to sales of property that arise on or
30 after the effective date of this section."

SHB 1420 - S AMD

By Senators Fraser, Honeyford, Berkey, Holmquist, Benton

ADOPTED 04/22/2009

1 On page 1, line 1 of the title, after "disclosure;" strike the
2 remainder of the title and insert "amending RCW 64.06.005, 64.06.015,
3 64.06.020, and 64.06.040; and creating a new section."

--- END ---