## CERTIFICATION OF ENROLLMENT

#### SUBSTITUTE HOUSE BILL 1420

Chapter 505, Laws of 2009

61st Legislature 2009 Regular Session

REAL ESTATE SELLER DISCLOSURE

EFFECTIVE DATE: 07/26/09

Passed by the House April 24, 2009 Yeas 58 Nays 36

#### FRANK CHOPP

## Speaker of the House of Representatives

Passed by the Senate April 22, 2009 Yeas 49 Nays 0

#### CERTIFICATE

I, Barbara Baker, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1420** as passed by the House of Representatives and the Senate on the dates hereon set forth.

## BARBARA BAKER

Chief Clerk

#### BRAD OWEN

Approved May 15, 2009, 2:09 p.m.

President of the Senate

FILED

May 18, 2009

CHRISTINE GREGOIRE

Governor of the State of Washington

Secretary of State State of Washington

## .....

### SUBSTITUTE HOUSE BILL 1420

#### AS AMENDED BY THE SENATE

Passed Legislature - 2009 Regular Session

# State of Washington 61st Legislature 2009 Regular Session

By House Commerce & Labor (originally sponsored by Representatives Conway, Condotta, Maxwell, Williams, Chandler, Wood, Hinkle, and Kelley)

READ FIRST TIME 02/10/09.

- 1 AN ACT Relating to real estate seller disclosure; amending RCW
- 2 64.06.005, 64.06.015, 64.06.020, and 64.06.040; and creating a new
- 3 section.
- 4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 5 **Sec. 1.** RCW 64.06.005 and 2007 c 107 s 2 are each amended to read 6 as follows:
- 7 The definitions in this section apply throughout this chapter 8 unless the context clearly requires otherwise.
- 9 (1) "Improved residential real property" means:
- 10 (a) Real property consisting of, or improved by, one to four 11 residential dwelling units;
- (b) A residential condominium as defined in RCW 64.34.020(9),
- 13 unless the sale is subject to the public offering statement requirement
- in the Washington condominium act, chapter 64.34 RCW;
- 15 (c) A residential timeshare, as defined in RCW 64.36.010(11),
- 16 unless subject to written disclosure under the Washington timeshare
- 17 act, chapter 64.36 RCW; or
- 18 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
- 19 46.04.302, that is personal property.

- 1 (2) "Residential real property" means both improved and unimproved residential real property.
  - (3) "Seller disclosure statement" means the form to be completed by the seller of residential real property as prescribed by this chapter.
- 5 (4) "Unimproved residential real property" means property zoned for 6 residential use that is not improved by residential dwelling units, a 7 residential condominium, a residential timeshare, or a mobile or 8 manufactured home. <u>It does not include property defined as "timber</u> 9 <u>land" under RCW 84.34.020.</u>
- 10 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read 11 as follows:
- (1) In a transaction for the sale of unimproved residential real property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement under RCW 64.06.010, or unless the transfer is otherwise exempt under RCW 64.06.010, deliver to the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:
- 18 INSTRUCTIONS TO THE SELLER

3

4

- 19 Please complete the following form. Do not leave any spaces blank. If
- 20 the question clearly does not apply to the property write "NA." If the
- 21 answer is "yes" to any \* items, please explain on attached sheets.
- 22 Please refer to the line number(s) of the question(s) when you provide
- 23 your explanation(s). For your protection you must date and sign each
- 24 page of this disclosure statement and each attachment. Delivery of the
- 25 disclosure statement must occur not later than five business days,
- 26 unless otherwise agreed, after mutual acceptance of a written contract
- 27 to purchase between a buyer and a seller.
- 28 NOTICE TO THE BUYER
- 29 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 31 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 32 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 33 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 34 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 35 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 36 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS

- 1 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 2 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 3 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 4 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 5 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 6 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 7 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 8 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 9 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 10 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 11 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 12 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 13 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 14 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 15 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 16 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 17 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 18 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR

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- 19 WARRANTIES.
- 20 Seller . . . is/ . . . is not occupying the property.

21	I. SELLER'S DISCLOSURES:							
22	*If you a	nswer "Yes"	to a question with an	asterisk (*), please explain your answer				
23	and attach documents, if available and not otherwise publicly recorded. If							
24	necessary	, use an atta	ched sheet.					
25				1. TITLE				
26	[] Yes	[ ] No	[] Don't know	A. Do you have legal authority to sell				
27				the property? If no, please explain.				
28	[] Yes	[ ] No	[] Don't know	*B. Is title to the property subject to				
29				any of the following?				
30				(1) First right of refusal				
31				(2) Option				
32				(3) Lease or rental agreement				
33				(4) Life estate?				
34	[ ] Yes	[] No	[] Don't know	*C. Are there any encroachments,				
35				boundary agreements, or boundary				
36				disputes?				
37	[ ] Yes	[] No	[] Don't know	*D. Is there a private road or easement				
38				agreement for access to the property?				

SHB 1420.SL

1 2 3 4	[] 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?
5 6 7	[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
8 9 10	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
11 12	[] Yes	[ ] No	[] Don't know	*H. Are there any pending or existing assessments against the property?
13 14 15 16 17	[]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?
18 19	[] Yes	[ ] No	[] Don't know	*J. Is there a boundary survey for the property?
20 21 22 23	[] Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions ((which affect)) recorded against title to the property?
24				2. WATER
24 25				<ul><li>2. WATER</li><li>A. Household Water</li></ul>
	[] Yes	[] No	[] Don't know	
25 26	[]Yes	[] No	[] Don't know	A. Household Water  (1) Does the property have potable
25 26 27 28	[] Yes	[] No	[] Don't know	<ul><li>A. Household Water</li><li>(1) Does the property have potable water supply?</li><li>(2) If yes, the source of water for the</li></ul>
25 26 27 28 29	[] Yes	[] No	[] Don't know	<ul><li>A. Household Water</li><li>(1) Does the property have potable water supply?</li><li>(2) If yes, the source of water for the property is:</li><li>[ ] Private or publicly owned water</li></ul>
25 26 27 28 29 30 31	[]Yes	[] No	[] Don't know	A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the
25 26 27 28 29 30 31 32 33				A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the property *[] Other water system
25 26 27 28 29 30 31 32 33		[] No		A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the property
25 26 27 28 29 30 31 32 33 34				A. Household Water (1) Does the property have potable water supply? (2) If yes, the source of water for the property is: [] Private or publicly owned water system [] Private well serving only the property *[] Other water system *If shared, are there any written
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes	[] No	[] Don't know	A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property  *[] Other water system  *If shared, are there any written agreements?  *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?  *(4) Are there any ((known)) problems
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes	[] No	[] Don't know [] Don't know [] Don't know	A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property  *[] Other water system  *If shared, are there any written agreements?  *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?  *(4) Are there any ((known)) problems or repairs needed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes [] Yes	[] No	[] Don't know	A. Household Water  (1) Does the property have potable water supply?  (2) If yes, the source of water for the property is:  [] Private or publicly owned water system  [] Private well serving only the property  *[] Other water system  *If shared, are there any written agreements?  *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?  *(4) Are there any ((known)) problems

1	[] Yes	[] No	[] Don't know	(6) Have you obtained a certificate of
2				water availability from the water
3				purveyor serving the property? (If yes,
4				please attach a copy.)
5	[] Yes	[] No	[] Don't know	(7) Is there a water right permit,
6				certificate, or claim associated with
7				household water supply for the
8				property? (If yes, please attach a copy.)
9	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit,
10				certificate, or claim been assigned,
11				transferred, or changed?
12				*(b) If yes, has all or any portion of the
13				water right not been used for five or
14				more successive years? (((If yes, please
15				explain)))
16				
17	[] Yes	[ ] No	[] Don't know	(c) If no or don't know, is the water
18	[]	(1	[]=========	withdrawn from the water source less
19				than 5,000 gallons a day?
20	[] Yes	[ ] No	[] Don't know	*(8) Are there any defects in the
21	[] 103	[]1.0	[] Don't Mion	operation of the water system (e.g.,
22				pipes, tank, pump, etc.)?
23				B. Irrigation Water
	£3.87	£ 1 N	DB 14	-
24	[] Yes	[ ] No	[] Don't know	(1) Are there any irrigation water rights
25 26				for the property, such as a water right
27				permit, certificate, or claim? (If yes, please attach a copy.)
	[1 <b>V</b>	f l NI-	[] D	-
28	[] Yes	[ ] No	[] Don't know	(a) If yes, has all or any portion of the
29 30				water right not been used for five or more successive years?
	£3.87	£ 1 N	DB 14	•
31	[] Yes	[ ] No	[] Don't know	(b) If yes, has the water right permit,
32 33				certificate, or claim been assigned,
				transferred, or changed?
34	[] Yes	[ ] No	[] Don't know	*(2) Does the property receive
35				irrigation water from a ditch company,
36 37				irrigation district, or other entity? If so, please identify the entity that supplies
38				irrigation water to the property:
39				
40				C. Outdoor Sprinkler System
41	[] Yes	[ ] No	[] Don't know	(1) Is there an outdoor sprinkler system
42				for the property?
43	[ ] Yes	[ ] No	[] Don't know	*(2) If yes, are there any defects in the
44				system?
45	[] Yes	[ ] No	[] Don't know	*(3) If yes, is the sprinkler system
46				connected to irrigation water?
47				2 CEWED GEDDIG GYGERA
				3. SEWER/SEPTIC SYSTEM

1 2				A. The property is served by:  [] Public sewer system
3				[] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[] Other disposal system, please
7				describe:
8				
9	[] Yes	[] No	[] Don't know	B. Is the property subject to any
10				sewage system fees or charges in
11 12				addition to those covered in your regularly billed sewer or on-site sewage
13				system maintenance service?
14				C. If the property is connected to an
15				on-site sewage system:
16	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
17				construction?
18	[]Yes	[] No	[] Don't know	*(2) Was it approved by the local
19				health department or district following
20				its construction?
21	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
22				system?
23	[] Yes	[ ] No	[] Don't know	(4) Is the septic system a gravity
24				system?
25	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
26				repairs to the on-site sewage system?
27	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
28				including the drainfield, located entirely
29 30				within the boundaries of the property?  If no, please explain:
31				
	[].V	f l N-	[] D	*/7) D4h
32 33	[] Yes	[ ] No	[] Don't know	*(7) Does the on-site sewage system require monitoring and maintenance
34				services more frequently than once a
35				year? ((If yes, please explain:))
36				
37				4. ELECTRICAL/GAS
38	[] Yes	[] No	[] Don't know	A. Is the property served by natural
39				gas?
40	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
41	[] Yes	[ ] No	[] Don't know	C. Is the property served by electricity?
42	[] Yes	[] No	[] Don't know	D. Is there a connection charge for
43				electricity?
44	[] Yes	[] No	[] Don't know	*E. Are there any electrical problems
45				on the property? (( $\frac{\text{If yes, please}}{\text{If yes, please}}$
46				explain:))
47				

1				5. FLOODING
2	[] Yes	[ ] No	[] Don't know	A. ((Are there any flooding, standing
3				water, or drainage problems on the
4				property or affecting access to the
5				property? If yes, please explain:
6				<del></del>
7	<del>[] Yes</del>	<del>[ ] No</del>	[] Don't know	B.)) Is the property located in a
8				government designated flood zone or
9				floodplain?
10				6. SOIL STABILITY
11	[] Yes	[ ] No	[] Don't know	*A. Are there any settlement, earth
12				movement, slides, or similar soil
13				problems on the property? ((If yes,
14				please explain:
15				<del></del>
16	[] Yes	<del>[] No</del>	[] Don't know	B. Does any part of the property
17				contain fill dirt, waste, or other fill material? If yes, please explain:))
18				
19				
20				7. ENVIRONMENTAL
21	[] Yes	[ ] No	[] Don't know	*A. Have there been any flooding,
22				standing water, or drainage problems on
23				the property that affect the property or
24				access to the property?
25	[] Yes	[ ] No	[] Don't know	*B. Does any part of the property
26 27				contain fill dirt, waste, or other fill material?
28	[] Yes	[ ] No	[] Don't know	*C. Is there any material damage to the
29	[] I cs	[]110	[ ] Don't know	property from fire, wind, floods, beach
30				movements, earthquake, expansive
31				soils, or landslides?
32	[] Yes	[ ] No	[] Don't know	D. Are there any shorelines, wetlands,
33				floodplains, or critical areas on the
34				property?
35	[] Yes	[ ] No	[] Don't know	*E. Are there any substances,
36				materials, or products in or on the
37				property that may be environmental
38				concerns, such as asbestos, formaldehyde, radon gas, lead-based
39 40				paint, fuel or chemical storage tanks, or
41				contaminated soil or water?
42	[] Yes	[ ] No	[] Don't know	*F. Has the property been used for
43	13	.,	£3	commercial or industrial purposes?
44	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
45			-	contamination?

1	[] Yes	[ ] No	[] Don't know	*H. Are there transmission poles((;
2				transformers, )) or other electrical utility
3				equipment installed, maintained, or
4				buried on the property that do not
5 6				provide utility service to the structures
	£3.87	£137	61B 141	on the property?
7	[] Yes	[ ] No	[] Don't know	*I. Has the property been used as a
8				legal or illegal dumping site?
9	[] Yes	[ ] No	[] Don't know	*J. Has the property been used as an
10				illegal drug manufacturing site?
11	[] Yes	[ ] No	[] Don't know	*K. Are there any radio towers ((in the
12				area)) that ((may)) cause interference
13				with <u>cellular</u> telephone reception?
14				8. HOMEOWNERS'
15				ASSOCIATION/COMMON
16				INTERESTS
17	[] Yes	[ ] No	[] Don't know	A. Is there a homeowners' association?
18				Name of association:
19				
20	[] Yes	[] No	[] Don't know	B. Are there regular periodic
21				assessments:
22				\$ per [ ] Month [ ] Year
23				[] Other
24	[] Yes	[] No	[] Don't know	*C. Are there any pending special
25				assessments?
26	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
27				areas" or any joint maintenance
28				agreements (facilities such as walls,
29				fences, landscaping, pools, tennis
30				courts, walkways, or other areas co-
31				owned in undivided interest with
32				others)?
33				9. OTHER FACTS
34	[] Yes	[ ] No	[] Don't know	*A. Are there any disagreements,
35				disputes, encroachments, or legal
36				actions concerning the property? (( $f$
37				yes, please explain:))
38				
39	[] Yes	[] No	[] Don't know	*B. Does the property have any plants
40				or wildlife that are designated as
41				species (( $or {of}$ ))) $of$ concern, or listed
42				as threatened or endangered by the
43				government?
44	[] Yes	[ ] No	[] Don't know	*C. Is the property classified or
45				designated as forest land or open space?
46				((If so, specify:))

1		
2	[] Yes [] No [] Don't know D. Do you have a forest management plan? If yes, attach.	
4		
5	[] Yes [] No [] Don't know *E. Have any development-related permit applications been submitted to	
6	any government agencies? (( <del>If so,</del>	
7	specify:))	
8		•
9	If the answer to E is "yes," what is the	
10	status or outcome of those applications	!
11		٠.
12	10. FULL DISCLOSURE BY	
13	SELLERS	
14	A. Other conditions or defects:	
15	[] Yes [] No [] Don't know *Are there any other existing material	
16	defects affecting the property that a	
17	prospective buyer should know about?	
18	B. Verification:	
19	The foregoing answers and attached	
20	explanations (if any) are complete and	
21	correct to the best of my/our knowledg	e
22	and I/we have received a copy hereof.	
23	I/we authorize all of my/our real estate	
24	licensees, if any, to deliver a copy of	
25	this disclosure statement to other real	
26	estate licensees and all prospective	
27	buyers of the property.	
28	DATE SELLER SELLER	
29	NOTICE TO BUYER	
30	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE	
31	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE	į
32	IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS	
33	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF	
34	REGISTERED SEX OFFENDERS.	
35	II. BUYER'S ACKNOWLEDGMENT	
36	A. Buyer hereby acknowledges that: Buyer has a duty to pay	
37	diligent attention to any material defects that are known to	
38	Buyer or can be known to Buyer by utilizing diligent	
39	attention and observation.	
40	B. The disclosures set forth in this statement and in any	
41	amendments to this statement are made only by the Seller	
42	and not by any real estate licensee or other party.	
43	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),	
44	real estate licensees are not liable for inaccurate information	
45	provided by Seller, except to the extent that real estate	
46	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.
- 8 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
- 9 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
- 10 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
- 11 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
- 12 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
- 13 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
- 14 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
- 15 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 16 AGREEMENT.
- 17 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 18 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 19 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 21 (2) The seller disclosure statement shall be for disclosure only,
- 22 and shall not be considered part of any written agreement between the
- 23 buyer and seller of residential property. The seller disclosure
- 24 statement shall be only a disclosure made by the seller, and not any
- 25 real estate licensee involved in the transaction, and shall not be
- 26 construed as a warranty of any kind by the seller or any real estate
- 27 licensee involved in the transaction.
- 28 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
- 29 as follows:
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- 31 property, the seller shall, unless the buyer has expressly waived the
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- 32 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 33 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 34 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 35 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 36 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 37 WARRANTIES.

1	Seller	is/		is not	occupying the property.					
2			I. SELI	LER'S DISCLOSUR	ES:					
3	*If you answer "Yes" to a question with an asterisk (*), please explain your answer									
4	and attach documents, if available and not otherwise publicly recorded. If necessary,									
5	use an attached sheet.									
6					1. TITLE					
7		[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell					
8					the property? If no, please explain.					
9		[] Yes	[] No	[] Don't know	*B. Is title to the property subject to					
10					any of the following?					
11					(1) First right of refusal					
12					(2) Option					
13					(3) Lease or rental agreement					
14					(4) Life estate?					
15		[] Yes	[] No	[] Don't know	*C. Are there any encroachments,					
16 17					boundary agreements, or boundary disputes?					
18		[] Yes	[] No	[] Don't know	*D. Is there a private road or easement					
19					agreement for access to the property?					
20		[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,					
21					easements, or access limitations that					
22 23					may affect the Buyer's use of the property?					
24		[]Yes	[] No	[] Don't know	*F. Are there any written agreements					
25					for joint maintenance of an easement or					
26					right-of-way?					
27		[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,					
28					or notice that would adversely affect the					
29		£3.87	C133		property?					
30 31		[] Yes	[] No	[] Don't know	*H. Are there any pending or existing assessments against the property?					
32		[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,					
33		(1	[]	(1	nonconforming uses, or any unusual					
34					restrictions on the property that would					
35					affect future construction or					
36					remodeling?					
37		[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the					
38		£3.87	£1.57		property?					
39 40		[] Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions ((which					
41					affeet)) recorded against the property?					
42					2. WATER					
43					A. Household Water					

1				(1) The
1 2				(1) The source of water for 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	[] No	[] Don't know	*If shared, are there any written
9	[] - 1.	[]	[]	agreements?
10	[] Yes	[]No	[] Don't know	*(2) Is there an easement (recorded
11	[]103	[]110	[] Bon't know	or unrecorded) for access to and/or
12				maintenance of the water source?
13	[] Yes	[] No	[] Don't know	*(3) Are there any ((known))
14	[] 103	[]140	[] Don't know	problems or repairs needed?
15	[]Yes	[]No	[] Don't know	(4) During your ownership, has the
16	[] 165	[]10	[] Don't know	source provided an adequate
17				year-round supply of potable
18				water? If no, please explain.
19	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
20	[]103	[]110	[] Bon't know	systems for the property? If yes,
21				are they [ ]Leased [ ]Owned
22	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
23	[] 100	[]1.0	[] Don't mio	the property associated with its
24				domestic water supply, such as a
25				water right permit, certificate, or
26				claim?
27	[]Yes	[] No	[] Don't know	(a) If yes, has the water right
28				permit, certificate, or claim been
29				assigned, transferred, or changed?
30				*(b) If yes, has all or any portion of
31				the water right not been used for
32				five or more successive years? (((#
33				yes, please explain.)))
34	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
35				operation of the water system (e.g.
36				pipes, tank, pump, etc.)?
37				
38				B. Irrigation Water
39	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
40	[] 165	[]140	[] Don't know	rights for the property, such as a
41				water right permit, certificate, or
42				claim?
43	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
44	[]103	[]110	[] 2011 Know	the water right not been used for
45				five or more successive years?
-				

1 2 3	[ ] Yes	[] No	[] Don't know	*(b) If so, is the certificate available? (If yes, please attach a copy.)
4 5 6 7	[]Yes	[] No	[] Don't know	*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ((If so, explain:))
8				
9	[] Yes	[] No	[] Don't know	*(2) Does the property receive
10				irrigation water from a ditch
11				company, irrigation district, or
12				other entity? If so, please identify
13				the entity that supplies water to the
14				property:
15				
16				C. Outdoor Sprinkler System
17	[]Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
18				system for the property?
19	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in
20				the system? $((-\dots))$
21	[]Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
22	(1	[]	[]=========	connected to irrigation water?
23				ū
				3. SEWER/ON-SITE SEWAGE
24				SYSTEM
24 25 26				SYSTEM
24 25 26 27				<b>SYSTEM</b> A. The property is served by:
24 25 26 27 28				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other
24 25 26 27 28 29				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
24 25 26 27 28 29				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please
224 225 226 227 228 229 330				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
24 25 26 27 28 29				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please
224 225 226 227 228 229 330	[] Yes	[] No	[] Don't know	A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:
224 225 226 227 228 229 330 331	[]Yes	[] No	[] Don't know	A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:
224 225 226 227 228 229 330 331	[]Yes	[] No	[] Don't know	A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is
224 225 226 227 228 229 330 331	[]Yes	[] No	[] Don't know	A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house
224 225 226 227 228 229 33 31 32 33 34	[]Yes	[] No	[] Don't know	A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no,
224 225 226 227 228 229 330 331 332 333 344 335	[] Yes	[] No	[] Don't know	A. The property is served by: [] Public sewer system, [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts) [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
224 225 226 227 228 229 330 331 332 333 34 335 336				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
224 225 226 227 228 229 330 331 332 333 34 35 36 37				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  *C. Is the property subject to any
224 225 226 227 228 229 330 331 332 333 344 335 336 337				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  *C. Is the property subject to any sewage system fees or charges in
224 225 226 227 228 229 330 331 332 333 344 335 336 337 338 339 440				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  *C. Is the property subject to any sewage system fees or charges in addition to those covered in your
224 225 226 227 228 229 330 331 332 333 34 335 336 337 338 339 440 411				A. The property is served by:  [] Public sewer system,  [] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)  [] Other disposal system, please describe:  B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  *C. 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

1	[] Yes	[ ] No	[] Don't know	*(1) Was a permit issued for its
2				construction, and was it approved
3				by the local health department or
4				district following its construction?
5				(2) When was it last pumped(( $\div$ )) ?
6				
7	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
8				operation of the on-site sewage
9				system?
10			[] Don't know	(4) When was it last inspected?
11				
12				By whom:
13			[] Don't know	(5) For how many bedrooms was
14				the on-site sewage system
15				approved?
16				bedrooms
17	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
18				laundry drain, connected to the
19				sewer/on-site sewage system? If no,
20				please explain:
21	[] Yes	[ ] No	[] Don't know	*F. Have there been any changes or
22				repairs to the on-site sewage system?
23	[] Yes	[ ] No	[] Don't know	G. Is the on-site sewage system,
24				including the drainfield, located entirely
25				within the boundaries of the property?
26				If no, please explain.
27				
28	[] Yes	[ ] No	[] Don't know	*H. Does the on-site sewage system
29				require monitoring and maintenance
30				services more frequently than once a
31				year? (( <del>If yes, please explain.</del> ))
32				
33				PROPERTY DISCLOSURE
34				OR NEW CONSTRUCTION WHICH
35				LER IS NOT REQUIRED TO
36				NITEM 4. STRUCTURAL OR ITEM
37	5. SYSTEN	AS AND FI	ATURES	
38				4. STRUCTURAL
39	[] Yes	[ ] No	[] Don't know	*A. Has the roof leaked within the last
40				five years?
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 k	now	*(2) If yes, inspections	were all final obtained?
3	[] Yes		[ ] No	[] Don't k	now	-	v the age of the house?
5							
6	[] Yes		[] No	[] Don't k	now	*E. Has there be	een any settling,
7 8						slippage, or slidi improvements?	ing of the property or its
9	[] Yes		[] No	[] Don't k	now	*F. Are there ar	ny defects with the
10						following: (If ye	es, please check
11						applicable items	and explain.)
12		□ Four	ndations		□ Decks		□ Exterior Walls
13		□ Chin	nneys		□ Interior	Walls	□ Fire Alarm
14		□ Doo	rs		□ Windov	ws	□ Patio
15		□ Ceili	ings		□ Slab Flo	oors	□ Driveways
16		□ Pool	S		□ Hot Tul	b	□ Sauna
17		□ Side	walks		□ Outbuil	dings	□ Fireplaces
18		□ Gara	ge Floors		□ Walkwa	ays	□ Siding
19		□ Othe	er		□ Wood S	Stoves	
20	[] Yes		[] No	[] Don't k	now	*G. Was a str	ructural pest or "whole
21						house" inspection	on done? If yes, when
22						-	n was the inspection
23						completed?	
24	[] Yes		[] No	[] Don't k	now	H. During your	ownership, has the
25							wood destroying
26						organism or pest	
27	[] Yes		[ ] No	[] Don't k		I. Is the attic ins	
28	[] Yes		[] No	[] Don't k	now	J. Is the baseme	nt insulated?
29							ND FIXTURES
30						•	ne following systems or
31							ided with the transfer,
32 33						explain.	fects? If yes, please
34	[] Yes		[] No	[] Don't k	now	Electrical s	system, including
35						wiring, swit	ches, outlets, and
36						service	
37	[] Yes		[] No	[] Don't k	now	Plumbing	system, including pipes,
38						faucets, fixt	ures, and toilets
39	[] Yes		[] No	[] Don't k	now	Hot water	tank
40	[] Yes		[] No	[] Don't k	now	Garbage d	isposal
41	[] Yes		[] No	[] Don't k	now	Appliance	s
42	[] Yes		[] No	[] Don't k	now	Sump pum	пр
43	[] Yes		[] No	[] Don't k	now	Heating an	nd cooling systems
44	[] Yes		[] No	[] Don't k	now	Security sy	ystem
45						[] Owned [	] Leased
46						Other	

1				*B. If any of the following fixtures or
2				property is included with the transfer,
3				are they leased? (If yes, please attach
4				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				*C. Are any of the following kinds of
10				wood burning appliances present at the
11				property?
12	[] Yes	[] <u>No</u>	[] Don't know	(1) Woodstove?
13	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
14	[] Yes	[] No	Don't know	(3) Pellet stove?
15	[] Yes	<u>[] No</u>	[] Don't know	(4) Fireplace?
16	[] Yes	[] No	Don't know	If yes, are all of the (1) woodstoves
17				or (2) fireplace inserts certified by
18				the U.S. Environmental Protection
19				Agency as clean burning appliances
20 21				to improve air quality and public
				health?
22				6. HOMEOWNERS'
23				
24				ASSOCIATION/COMMON
24				ASSOCIATION/COMMON INTERESTS
25	[] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners'
	[] Yes	[] No	[] Don't know	INTERESTS
25	[]Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners'
25 26 27 28	[] Yes [] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association: B. Are there regular periodic
25 26 27				INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:
25 26 27 28 29				INTERESTS  A. Is there a Homeowners'  Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year
25 26 27 28 29 30 31	[]Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32				INTERESTS  A. Is there a Homeowners' Association? Name of Association:
25 26 27 28 29 30 31 32 33	[] Yes [] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments: \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35	[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments: \$ per [ ] Month [ ] Year [] Other* *C. Are there any pending special assessments?  *D. Are there any shared "common areas" or any joint maintenance
25 26 27 28 29 30 31 32 33 34 35 36	[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other*  *C. Are there any pending special assessments?  *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls,
25 26 27 28 29 30 31 32 33 34 35 36 37	[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association:
25 26 27 28 29 30 31 32 33 34 35 36	[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other*  *C. Are there any pending special assessments?  *D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls,
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes [] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes [] Yes	[] No	[] Don't know	A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other*  *C. Are there any pending special assessments?  *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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes	[] No	[] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes	[] No [] No	[] Don't know [] Don't know [] Don't know	INTERESTS  A. Is there a Homeowners' Association? Name of Association:  B. Are there regular periodic assessments:  \$ per [ ] Month [ ] Year [] Other*  *C. Are there any pending special assessments?  *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  *A. Have there been any flooding.

1 2 3	[] Yes	[ ] No	[] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?
4 5 6 7	[] 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?
8 9 10	[] Yes	[ ] No	[] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
11 12 13 14 15 16	[]Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products <u>in or</u> on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
18 19	[] Yes	[] No	[] Don't know	*F. Has the property been used for commercial or industrial purposes?
20 21	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater contamination?
22 23 24 25 26 27	[] Yes	[] No	[] Don't know	*H. Are there transmission poles((; transformers,)) or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
28 29	[] Yes	[ ] No	[] Don't know	*I. Has the property been used as a legal or illegal dumping site?
30 31	[] Yes	[] No	[] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
32 33 34	[]Yes	[ ] No	[] Don't know	*K. Are there any radio towers in the area that ((may)) cause interference with <u>cellular</u> telephone reception?
35 36				8. MANUFACTURED AND MOBILE HOMES
37 38				If the property includes a manufactured or mobile home,
39 40 41	[]Yes	[ ] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:
42 43 44	[]Yes	[ ] No	[] Don't know	*B. Did any previous owner make any alterations to the home? ((If yes, please describe the alterations: ))
45 46 47	[]Yes	[ ] No	[] Don't know	*C. If alterations were made, were permits or variances for these alterations obtained?

1						
2		9. FULL DISCLOSURE BY SELLERS				
3		A. Other conditions or defects:				
	O.V. O.N. O.D. O.N.					
4 5	[] Yes [] No [] Don't know	*Are there any other existing material defects affecting the property that a				
6		prospective buyer should know about?				
7		B. Verification:				
•						
8		The foregoing answers and attached explanations (if any) are complete and				
10		correct to the best of my/our knowledge				
11		and I/we have received a copy hereof.				
12		I/we authorize all of my/our real estate				
13		licensees, if any, to deliver a copy of				
14		this disclosure statement to other real				
15		estate licensees and all prospective				
16		buyers of the property.				
17	DATE SELLER	SELLER				
18	NOTICE TO THE BUYER					
19	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY					
20	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS					
21	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN					
22	THIS INFORMATION AND IS NOT AN I	NDICATION OF THE PRESENCE OF				
23	REGISTERED SEX OFFENDERS.					
24	II. BUYER'S ACKNOWLE	DGMENT				
25	A. Buyer hereby ackr	nowledges that: Buyer has a duty to pay				
26	diligent attention to	o any material defects that are known to				
27	Buyer or can be kn	own to Buyer by utilizing diligent				
28	attention and obser	vation.				
29	B. The disclosures se	t forth in this statement and in any				
30	amendments to this	s statement are made only by the Seller and				
31	not by any real esta	ate licensee or other party.				
32	C. Buyer acknowledg	es that, pursuant to RCW 64.06.050(2),				
33	real estate licensee	s are not liable for inaccurate information				
34	provided by Seller,	except to the extent that real estate				
35	licensees know of s	such inaccurate information.				
36	D. This information is	for disclosure only and is not intended to				
37	be a part of the wri	tten agreement between the Buyer and				
38	Seller.					
39	E. Buyer (which term	includes all persons signing the "Buyer's				
40	acceptance" portion	n of this disclosure statement below) has				
41		this Disclosure Statement (including				
42	attachments, if any	) bearing Seller's signature.				
43	DISCLOSURES CONTAINED IN THIS D	ISCLOSURE STATEMENT ARE PROVIDED BY				
44	SELLER BASED ON SELLER'S ACTUAL K					
45	SELLER COMPLETES THIS DISCLOSURE					
<del>1</del> 3	PETTER COMPTETED IUTS DISCHOSORE	SIMIEMII. UNDESS DUIEK AND SELLEK				

- 1 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
- 2 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
- 3 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
- 4 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
- 5 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 6 AGREEMENT.
- 7 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 8 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 9 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 11 (2) If the disclosure statement is being completed for new 12 construction which has never been occupied, the disclosure statement is 13 not required to contain and the seller is not required to complete the 14 questions listed in item 4. Structural or item 5. Systems and 15 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.
- 23 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read 24 as follows:
- (1) If, after the date that a seller of residential real property 25 26 completes a real property transfer disclosure statement, the seller ((becomes aware)) learns from a source other than the buyer or others 27 acting on the buyer's behalf such as an inspector of additional 28 information( $(\tau)$ ) or an adverse change ((occurs)) which makes any of the 29 disclosures made inaccurate, the seller shall amend the real property 30 transfer disclosure statement, and deliver the amendment to the buyer. 31 32 No amendment shall be required, however, if the seller takes whatever 33 corrective action is necessary so that the accuracy of the disclosure 34 is restored, or the adverse change is corrected, at least three 35 business days prior to the closing date. Unless the corrective action is completed by the seller prior to the closing date, the buyer shall 36 37 have the right to exercise one of the following two options: (a)

- Approving and accepting the amendment, or (b) rescinding the agreement 1 2 of purchase and sale of the property within three business days after receiving the amended real property transfer disclosure statement. 3 Acceptance or recision shall be subject to the same procedures 4 described in RCW 64.06.030. If the closing date provided in the 5 purchase and sale agreement is scheduled to occur within the three-6 7 business-day rescission period provided for in this section, the closing date shall be extended until the expiration of the three-8 business-day rescission period. The buyer shall have no right of 9 10 rescission if the seller takes whatever action is necessary so that the accuracy of the disclosure is restored at least three business days 11 12 prior to the closing date.
  - (2) In the event any act, occurrence, or agreement arising or becoming known after the closing of a residential real property transfer causes a real property transfer disclosure statement to be inaccurate in any way, the seller of such property shall have no obligation to amend the disclosure statement, and the buyer shall not have the right to rescind the transaction under this chapter.

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- (3) If the seller in a residential real property transfer fails or refuses to provide to the prospective buyer a real property transfer disclosure statement as required under this chapter, the prospective buyer's right of rescission under this section shall apply until the earlier of three business days after receipt of the real property transfer disclosure statement or the date the transfer has closed, unless the buyer has otherwise waived the right of rescission in writing. Closing is deemed to occur when the buyer has paid the purchase price, or down payment, and the conveyance document, including a deed or real estate contract, from the seller has been delivered and recorded. After closing, the seller's obligation to deliver the real property transfer disclosure statement and the buyer's rights and remedies under this chapter shall terminate.
- NEW SECTION. Sec. 5. This act applies prospectively only and not retroactively. It applies only to sales of property that arise on or after the effective date of this section.

Passed by the House April 24, 2009. Passed by the Senate April 22, 2009. Approved by the Governor May 15, 2009. Filed in Office of Secretary of State May 18, 2009.