S-0081.	2		

SENATE BILL 5373

State of Washington 62nd Legislature 2011 Regular Session

By Senators Chase, Prentice, Shin, and Nelson

Read first time 01/21/11. Referred to Committee on Government Operations, Tribal Relations & Elections.

- AN ACT Relating to fire suppression efforts and capabilities on unprotected land outside a fire protection jurisdiction; reenacting and amending RCW 64.06.015 and 64.06.020; adding a new section to chapter
- 4 52.12 RCW; and adding a new section to chapter 4.24 RCW.
- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

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- 6 <u>NEW SECTION.</u> **Sec. 1.** A new section is added to chapter 52.12 RCW 7 to read as follows:
 - (1) The definitions in this section apply throughout this section and section 2 of this act unless the context clearly requires otherwise.
 - (a) "Fire protection service agency" or "agency" means any local, state, or federal governmental entity responsible for the provision of firefighting services, including fire protection districts, regional fire protection service authorities, cities, towns, port districts, the department of natural resources, and federal reservations.
- 16 (b) "Fire protection jurisdiction" means an area or property
 17 located within a fire protection district, a regional fire protection
 18 service authority, a city, a town, a port district, lands protected by

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the department of natural resources under chapter 76.04 RCW, or on federal lands.

- (c) "Firefighting services" means the provision of fire prevention services, fire suppression services, emergency medical services, and other services related to the protection of life and property.
- (d) "Improved property" means property upon which a structure is located, but does not include roads, bridges, land devoted primarily to growing and harvesting timber, or land devoted primarily to the production of livestock or agricultural commodities for commercial purposes.
 - (e) "Property" means land, structures, or land and structures.
- (f) "Unimproved property" has the same meaning as "unimproved lands" in RCW 76.04.005.
- (g) "Unprotected land" means improved property located outside a fire protection jurisdiction.
 - (2)(a) In order to facilitate the provision of firefighting services to unprotected lands, property owners of unprotected lands are encouraged, to the extent practicable, to form or annex into a fire protection jurisdiction or to enter into an agreement with a fire protection service agency or agencies for the provision of firefighting services. Any agreement between a property owner and a fire protection service agency must include, at minimum, a risk assessment of the property as well as a capabilities assessment for the district.
 - (b) Property owners of unprotected land who choose not to form or annex into a fire protection jurisdiction or to enter into an agreement with a fire protection agency or agencies for the provision of firefighting services, do so willingly and with full knowledge that a fire protection service agency is not obligated to provide firefighting services to unprotected land.
 - (3) In the absence of a contractual agreement, a fire protection service agency may initiate firefighting services on unprotected land outside its fire protection jurisdiction in the following instances:

 (a) Service was specifically requested by a landowner or other fire service protection agency; (b) service could reasonably be believed to prevent the spread of a fire onto lands protected by the agency; or (c) service could reasonably be believed to substantially mitigate the risk of harm to life or property by preventing the spread of a fire onto other unprotected lands.

- (4)(a) An agency initiating firefighting services on unprotected land outside its fire protection jurisdiction must be reimbursed by the property owner or owners for reasonable costs that are incurred as a result of the response. Cost recovery is based upon the Washington fire chiefs standardized fire service fee schedule.
- (b) If a property owner fails to pay or defaults in payment to an agency for services rendered, the agency is entitled to pursue payment through the collections process outlined in RCW 19.16.500 or through initiation of court action.
- NEW SECTION. Sec. 2. A new section is added to chapter 4.24 RCW to read as follows:

Any fire service protection agency, as well as the firefighters therein, whether volunteer or paid, which takes part in firefighting efforts outside its jurisdiction or provides emergency care, rescue, assistance, or recovery services at the scene of an emergency, is not liable for civil damages resulting from any act or omission in the rendering of such services, other than acts or omissions constituting gross negligence or willful or wanton misconduct.

- 19 **Sec. 3.** RCW 64.06.015 and 2009 c 505 s 2 and 2009 c 130 s 1 are 20 each reenacted and amended to read 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:
- 27 INSTRUCTIONS TO THE SELLER

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

36 to purchase between a buyer and a seller.

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1	NOTICE TO THE BUYER
2	THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
3	PROPERTY LOCATED AT
4	("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
5	SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
6	MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
7	PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
8	UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
9	BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
10	DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
11	SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER'S
12	AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
13	STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
14	THE TIME YOU ENTER INTO A SALE AGREEMENT.
15	THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
16	REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
17	INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
18	ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
19	FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
20	PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
21	QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
22	LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
23	ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
24	TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
25	BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
26	OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
27	BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
28	WARRANTIES.
29	Seller is/ is not occupying the property.

30 I. SELLER'S DISCLOSURES: 31 *If you answer "Yes" to a question with an asterisk (*), please explain your answer 32 and attach documents, if available and not otherwise publicly recorded. If 33 necessary, use an attached sheet. 34 1. TITLE

1 2	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell the property? If no, please explain.
3	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to
4				any of the following?
5				(1) First right of refusal
6				(2) Option
7				(3) Lease or rental agreement (4) Life estate?
9	[] V	flN-	[] Dank laran	. ,
10	[] Yes	[] No	[] Don't know	*C. Are there any encroachments, boundary agreements, or boundary
11				disputes?
12	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement
13				agreement for access to the property?
14	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,
15				easements, or access limitations that
16				affect the Buyer's use of the property?
17 18	[] Yes	[] No	[] Don't know	*F. Are there any written agreements for joint maintenance of an easement or
19				right-of-way?
20	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,
21				or notice that would adversely affect the
22				property?
23	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing
24				assessments against the property?
25	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
26 27				nonconforming uses, or any unusual restrictions on the property that affect
28				future construction or remodeling?
29	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
30				property?
31	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
32				conditions, or restrictions recorded
33				against title to the property?
34				2. WATER
35				A. Household Water
36	[] Yes	[] No	[] Don't know	(1) Does the property have potable
37				water supply?
38				(2) If yes, the source of water for the
39				property is:
40 41				[] Private or publicly owned water system
42				[] Private well serving only the
43				property
44				*[] Other water system
45	[] Yes	[] No	[] Don't know	*If shared, are there any written
46				agreements?

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1 2 3	[] Yes	[] No	[] Don't know	*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
4 5	[] Yes	[] No	[] Don't know	*(4) Are there any problems or repairs needed?
6 7 8	[] Yes	[] No	[] Don't know	(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
9 10 11 12	[]Yes	[] No	[] 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.)
13 14 15 16	[]Yes	[] No	[] 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.)
17 18 19	[] Yes	[] No	[] Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
20 21 22				*(b) If yes, has all or any portion of the water right not been used for five or more successive years?
23				
24 25 26	[] Yes	[] No	[] 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?
27 28 29	[] Yes	[]No	[] Don't know	*(8) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?
30				B. Irrigation Water
31 32 33 34	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)
35 36 37	[] Yes	[] No	[] Don't know	(a) If yes, has all or any portion of the water right not been used for five or more successive years?
38 39 40	[] Yes	[] No	[] Don't know	(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
41 42 43	[] Yes	[] No	[] Don't know	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so,
44 45				please identify the entity that supplies irrigation water to the property:
46				inigation water to the property.
47				C. Outdoor Sprinkler System

1 2	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
3	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in the system?
				•
5 6	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
7				3. SEWER/SEPTIC SYSTEM
8				A. The property is served by:
9				[] Public sewer system
10				[] On-site sewage system (including
11				pipes, tanks, drainfields, and all other
12				component parts)
13				[] Other disposal system, please
14				describe:
15				
16	[] Yes	[] No	[] Don't know	B. Is the property subject to any
17				sewage system fees or charges in
18				addition to those covered in your
19				regularly billed sewer or on-site sewage
20				system maintenance service?
21				C. If the property is connected to an
22				on-site sewage system:
23	[]Yes	[] No	[] Don't know	*(1) Was a permit issued for its
24				construction?
25	[] Yes	[] No	[] Don't know	*(2) Was it approved by the local
26	[]	[]	[]=	health department or district following
27				its construction?
28	[] Yes	[] No	[] Don't know	(3) Is the septic system a pressurized
29	[] Tes	[]110	[] Don't know	system?
	[].V	CLN-	[] Dank larani	•
30	[] Yes	[] No	[] Don't know	(4) Is the septic system a gravity
31				system?
32	[] Yes	[] No	[] Don't know	*(5) Have there been any changes or
33				repairs to the on-site sewage system?
34	[] Yes	[] No	[] Don't know	(6) Is the on-site sewage system,
35				including the drainfield, located entirely
36				within the boundaries of the property?
37				If no, please explain:
38				
39	[] Yes	[] No	[] Don't know	*(7) Does the on-site sewage system
40				require monitoring and maintenance
41				services more frequently than once a
42				year?
43				
44				4. ELECTRICAL/GAS
45	[] Yes	[] No	[] Don't know	A. Is the property served by natural
46				gas?
				<u>~</u>

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1	[] Yes	[] No	[] Don't know	B. Is there a connection charge for gas?
2	[] Yes	[] No	[] Don't know	C. Is the property served by electricity?
3	[] Yes	[] No	[] Don't know	D. Is there a connection charge for electricity?
5	[] Yes	[] No	[] Don't know	*E. Are there any electrical problems on the property?
7				
8				5. FLOODING
9	[] Yes	[] No	[] Don't know	A. Is the property located in a
10			23	government designated flood zone or
11				floodplain?
12				6. SOIL STABILITY
13	[]Yes	[] No	[] Don't know	*A. Are there any settlement, earth
14	[] 103	[]110	[] Don't know	movement, slides, or similar soil
15				problems on the property?
16				
17				7. ENVIRONMENTAL
18	[]Yes	[] No	[] Don't know	*A. Have there been any flooding,
19	.,			standing water, or drainage problems on
20				the property that affect the property or
21				access to the property?
22	[] Yes	[] No	[] Don't know	*B. Does any part of the property
23				contain fill dirt, waste, or other fill
24				material?
25	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the
26				property from fire, wind, floods, beach
27				movements, earthquake, expansive
28				soils, or landslides?
29	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
30				floodplains, or critical areas on the
31				property?
32	[] Yes	[] No	[] Don't know	*E. Are there any substances,
33				materials, or products in or on the
34				property that may be environmental
35				concerns, such as asbestos,
36				formaldehyde, radon gas, lead-based
37				paint, fuel or chemical storage tanks, or
38				contaminated soil or water?
39	[] Yes	[] No	[] Don't know	*F. Has the property been used for
40				commercial or industrial purposes?
41	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
42				contamination?

1 2	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or other electrical utility equipment
3				installed, maintained, or buried on the
4				property that do not provide utility
5				service to the structures on the
6				property?
7 8	[] Yes	[] No	[] Don't know	*I. Has the property been used as a 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 that
12				cause interference with cellular
13				telephone reception?
14				a waxaayayaya
15				8. HOMEOWNERS' ASSOCIATION/COMMON
16				INTERESTS
17	[] Yes	[] No	[] Don't know	A. Is there a homeowners' association?
18	[] Tes	[][10	[] Don't know	Name of association and contact
19				information for an officer, director,
20				employee, or other authorized agent, if
21				any, who may provide the association's
22				financial statements, minutes, bylaws,
23				fining policy, and other information that
24				is not publicly available:
25				
26	[] Yes	[] No	[] Don't know	B. Are there regular periodic
27				assessments:
28				\$ per [] Month [] Year
29				[] Other
30	[]Yes	[] No	[] Don't know	*C. Are there any pending special
31				assessments?
32	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
33				areas" or any joint maintenance
34				agreements (facilities such as walls,
35				fences, landscaping, pools, tennis
36				courts, walkways, or other areas co-
37				owned in undivided interest with
38				others)?
39				9. OTHER FACTS
40	[]Yes	[] No	[] Don't know	*A. Are there any disagreements,
41				disputes, encroachments, or legal
42				actions concerning the property?
43				

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1 2 3	[] Yes	[] No	[] Don't know	*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as
4 5				threatened or endangered by the government?
6 7	[] Yes	[] No	[] Don't know	*C. Is the property classified or designated as forest land or open space?
8				
9	[]Yes	[] No	[] Don't know	D. Do you have a forest management
10	[] 105	[]1.0	[] Don't Mion	plan? If yes, attach.
11	[] Yes	[] No	[] Don't know	*E. Have any development-related
12				permit applications been submitted to
13				any government agencies?
14				
15				If the answer to E is "yes," what is the
16				status or outcome of those applications?
17				
18	[] Yes	[] No	Don't know	F. Is the property located within a city,
19				county, or district or within a
20				department of natural resources fire
21				protection zone that provides fire
22				protection services?
23				·····
24				
				10. FULL DISCLOSURE BY
25				10. FULL DISCLOSURE BY SELLERS
2526				
	[] Yes	[] No	[] Don't know	SELLERS
26	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects:
26 27	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material
26 27 28	[] Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a
26 27 28 29	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about?
26 27 28 29 30	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? B. Verification:
26 27 28 29 30 31 32 33	[]Yes	[] No	[] Don't know	*Are there any other existing material defects affecting the property that a prospective buyer should know about? B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge
26 27 28 29 30 31 32 33 34	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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.
26 27 28 29 30 31 32 33 34 35	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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
26 27 28 29 30 31 32 33 34	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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
26 27 28 29 30 31 32 33 34 35 36	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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
26 27 28 29 30 31 32 33 34 35 36 37	[]Yes	[] No	[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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
26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes		[] Don't know	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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.
26 27 28 29 30 31 32 33 34 35 36 37 38				SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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. SELLER
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	DATE		SELLER	SELLERS A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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. SELLER
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40	DATE		SELLER NOTICE TO ARDING REGISTER	A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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. SELLER DEBUYER
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	DATE INFORMA	ATION REG	SELLER NOTICE TO ARDING REGISTER OCAL LAW ENFORO	A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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. SELLER D BUYER EED SEX OFFENDERS MAY BE
26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	DATE INFORMA OBTAINE IS INTEN	ATION REG DED FROM LO DED ONLY ATION ANE	SELLER NOTICE TO ARDING REGISTER OCAL LAW ENFOR TO INFORM YOU O	A. Other conditions or defects: *Are there any other existing material defects affecting the property that a prospective buyer should know about? 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. SELLER D BUYER RED SEX OFFENDERS MAY BE CEMENT AGENCIES. THIS NOTICE

1	II. BUYER'S ACKNOWLEDGMENT
2	A. Buyer hereby acknowledges that: Buyer has a duty to pay
3	diligent attention to any material defects that are known to
4	Buyer or can be known to Buyer by utilizing diligent
5	attention and observation.
6 7	B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller
8	and not by any real estate licensee or other party.
9	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
.0	real estate licensees are not liable for inaccurate information
.1	provided by Seller, except to the extent that real estate
.2	licensees know of such inaccurate information. D. This information is for disclosure only and is not intended to
.4	D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and
.5	Seller.
.6	E. Buyer (which term includes all persons signing the "Buyer's
.7	acceptance" portion of this disclosure statement below) has
.8 .9	received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.
20	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
21	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
22	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
23	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
24	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
25	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
26	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE TH
27	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALI
28	AGREEMENT.
29	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
30	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
31	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
32	DATE BUYER BUYER
33	(2) The seller disclosure statement shall be for disclosure only
34	and shall not be considered part of any written agreement between the
35	buyer and seller of residential property. The seller disclosure
36	statement shall be only a disclosure made by the seller, and not any
37	real estate licensee involved in the transaction, and shall not be
38	construed as a warranty of any kind by the seller or any real estate

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licensee involved in the transaction.

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- Sec. 4. RCW 64.06.020 and 2009 c 505 s 3 and 2009 c 130 s 2 are each reenacted and amended to read as follows:
- 3 (1) In a transaction for the sale of improved residential real 4 property, the seller shall, unless the buyer has expressly waived the 5 right to receive the disclosure statement under RCW 64.06.010, or 6 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to 7 the buyer a completed seller disclosure statement in the following 8 format and that contains, at a minimum, the following information:
- 9 INSTRUCTIONS TO THE SELLER
- 10 Please complete the following form. Do not leave any spaces blank. If
- 11 the question clearly does not apply to the property write "NA." If the
- 12 answer is "yes" to any * items, please explain on attached sheets.
- 13 Please refer to the line number(s) of the question(s) when you provide
- 14 your explanation(s). For your protection you must date and sign each
- 15 page of this disclosure statement and each attachment. Delivery of the
- 16 disclosure statement must occur not later than five business days,
- 17 unless otherwise agreed, after mutual acceptance of a written contract
- 18 to purchase between a buyer and a seller.
- 19 NOTICE TO THE BUYER
- 20 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 22 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 23 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 24 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 25 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 26 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 27 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 28 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 29 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 30 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 31 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 32 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 33 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 34 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 35 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 36 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 37 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS

- 1 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 2 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 3 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 4 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 5 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 6 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 7 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 8 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 9 WARRANTIES.
- 10 Seller . . . is/ . . . is not occupying the property.

11	I. SELLER'S DISCLOSURES:					
12	*If you ans	wer "Yes" t	to a question with an	asterisk (*), please explain your answer		
13	and attach documents, if available and not otherwise publicly recorded. If necessary,					
14	use an attached sheet.					
15				1. TITLE		
16	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell		
17				the property? If no, please explain.		
18	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to		
19				any of the following?		
20				(1) First right of refusal		
21				(2) Option		
22				(3) Lease or rental agreement		
23				(4) Life estate?		
24	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,		
25				boundary agreements, or boundary		
26				disputes?		
27	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement		
28				agreement for access to the property?		
29	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,		
30				easements, or access limitations that		
31				may affect the Buyer's use of the		
32				property?		
33	[] Yes	[] No	[] Don't know	*F. Are there any written agreements		
34				for joint maintenance of an easement or		
35				right-of-way?		
36	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,		
37				or notice that would adversely affect the		
38				property?		
39	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing		
40				assessments against the property?		

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1 2 3 4 5	[]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?
6 7	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the property?
8 9 10	[]Yes	[] No	[] Don't know	*K. Are there any covenants, conditions, or restrictions recorded against the property?
11				2. WATER
12				A. Household Water
13				(1) The source of water for the
14				property is:
15				[] Private or publicly owned water
16 17				system
18				[] Private well serving only the subject property
19				*[] Other water system
20	[] Yes	[] No	[] Don't know	*If shared, are there any written
21				agreements?
22	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
23				or unrecorded) for access to and/or
24				maintenance of the water source?
25	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
26				repairs needed?
27	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
28				source provided an adequate
29 30				year-round supply of potable water? If no, please explain.
31	[]Yes	[] No	[] Don't know	*(5) Are there any water treatment
32	[]103	[]110	[] Don't know	systems for the property? If yes,
33				are they []Leased []Owned
34	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
35				the property associated with its
36				domestic water supply, such as a
37				water right permit, certificate, or
38				claim?
39	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
40 41				permit, certificate, or claim been assigned, transferred, or changed?
42				*(b) If yes, has all or any portion of
43				the water right not been used for
44				five or more successive years?
45	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
46				operation of the water system (e.g.
47				pipes, tank, pump, etc.)?

1				
2				B. Irrigation Water
3	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
4				rights for the property, such as a
5				water right permit, certificate, or
6				claim?
7	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
8				the water right not been used for
9				five or more successive years?
10	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
11				available? (If yes, please attach a
12				copy.)
13	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
14 15				permit, certificate, or claim been assigned, transferred, or changed?
16				
17 18	[] Yes	[] No	[] Don't know	*(2) Does the property receive
19				irrigation water from a ditch company, irrigation district, or
20				other entity? If so, please identify
21				the entity that supplies water to the
22				property:
23				
24				C. Outdoor Sprinkler System
25	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
26				system for the property?
27	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in
28				the system?
29	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
30				connected to irrigation water?
31				3. SEWER/ON-SITE SEWAGE
32				SYSTEM
33				A. The property is served by:
34				[] Public sewer system,
35				[] On-site sewage system (including
36				pipes, tanks, drainfields, and all other
37				component parts)
38				[] Other disposal system, please
39				describe:
40				
41	[] Yes	[] No	[] Don't know	B. If public sewer system service is
42				available to the property, is the house
43				connected to the sewer main? If no,
44				please explain.
45				

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1	[] Yes	[] No	[] Don't know	*C. Is the property subject to any
2				sewage system fees or charges in
3				addition to those covered in your
4				regularly billed sewer or on-site sewage
5				system maintenance service?
6				D. If the property is connected to an
7				on-site sewage system:
8	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
9				construction, and was it approved
10				by the local health department or
11				district following its construction?
12				(2) When was it last pumped?
13				
14	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
15				operation of the on-site sewage
16				system?
17			[] Don't know	(4) When was it last inspected?
18				
19				By whom:
20			[] Don't know	•
21			[] Don't know	(5) For how many bedrooms was the on-site sewage system
22				approved?
23				••
				bedrooms
24	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
25				laundry drain, connected to the
26				sewer/on-site sewage system? If no,
27				please explain:
28	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
29				repairs to the on-site sewage system?
30	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
31				including the drainfield, located entirely
32				within the boundaries of the property?
33				If no, please explain.
34				
35	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
36				require monitoring and maintenance
37				services more frequently than once a
38				year?
39				
40	NOTICE: IF	THIS RES	SIDENTIAL REAL P	ROPERTY DISCLOSURE
41	STATEMEN	IT IS BEIN	G COMPLETED FO	R NEW CONSTRUCTION WHICH
42				LER IS NOT REQUIRED TO
43		_		ITEM 4. STRUCTURAL OR ITEM
44	5. SYSTEM	IS AND FIX	KTURES	
45				4. STRUCTURAL
46	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
47				five years?

1 2	[] Yes	[] No	[] Don't know	*B. Has the basement flooded or leaked?
3	[] Yes	[] No	[] Don't know	*C. Have there been any conversions, additions, or remodeling?
5	[] Yes	[] No	[] Don't know	*(1) If yes, were all building permits obtained?
7	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections obtained?
9	[] Yes	[] No	[] Don't know	D. Do you know the age of the house? If yes, year of original construction:
11				
12	[] Yes	[] No	[] Don't know	*E. Has there been any settling,
13				slippage, or sliding of the property or its
14				improvements?
15	[] Yes	[] No	[] Don't know	*F. Are there any defects with the
16				following: (If yes, please check
17				applicable items and explain.)
18		Foundations	□ Decks	□ Exterior Walls
19		Chimneys	□ Interio	or Walls
20		Doors	□ Windo	ows Patio
21		Ceilings	□ Slab F	loors Driveways
22		Pools	□ Hot To	ub □ Sauna
23		Sidewalks	□ Outbu	ildings □ Fireplaces
24		Garage Floors	□ Walkv	vays □ Siding
25		Garage Floors Other	□ Walkv	
25		Other	□ Wood	Stoves
25		-		*G. Was a structural pest or "whole
25 26 27		Other	□ Wood	*G. Was a structural pest or "whole house" inspection done? If yes, when
25		Other	□ Wood	*G. Was a structural pest or "whole
25 26 27 28		Other	□ Wood	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection
25 26 27 28 29	[]Yes	Other	□ Wood	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30	[]Yes	Other	□ Wood	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31	[]Yes	Other	□ Wood	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying
25 26 27 28 29 30 31 32	[] Yes	Other	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? J. Is the basement insulated? 5. SYSTEMS AND FIXTURES
25 26 27 28 29 30 31 32 33 34	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34 35	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? J. Is the basement insulated? 5. SYSTEMS AND FIXTURES *A. If any of the following systems or
25 26 27 28 29 30 31 32 33 34 35 36 37	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? J. Is the basement insulated? 5. SYSTEMS AND FIXTURES *A. If any of the following systems or fixtures are included with the transfer,
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes [] Yes	Other [] No [] No	□ Wood [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41	[] Yes [] Yes [] Yes [] Yes	Other [] No [] No [] No [] No	□ Wood [] Don't know [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? H. During your ownership, has the property had any wood destroying organism or pest infestation? I. Is the attic insulated? 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. Electrical system, including wiring, switches, outlets, and
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42	[] Yes [] Yes [] Yes [] Yes	Other [] No [] No [] No [] No	□ Wood [] Don't know [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[] Yes [] Yes [] Yes [] Yes	Other [] No [] No [] No [] No	□ Wood [] Don't know [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44	[] Yes [] Yes [] Yes [] Yes	Other [] No [] No [] No [] No [] No	□ Wood [] Don't know [] Don't know [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	[] Yes [] Yes [] Yes [] Yes	Other [] No [] No [] No [] No	□ Wood [] Don't know [] Don't know [] Don't know [] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

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1	[] Yes	[] No	[] Don't know	Appliances
2	[] Yes	[] No	[] Don't know	Sump pump
3	[] Yes	[] No	[] Don't know	Heating and cooling systems
4	[] Yes	[] No	[] Don't know	Security system
5				[] Owned[] Leased
6				Other
7				*B. If any of the following fixtures or
8				property is included with the transfer,
9				are they leased? (If yes, please attach
10				copy of lease.)
11	[] Yes	[] No	[] Don't know	Security system
12	[] Yes	[] No	[] Don't know	Tanks (type):
13	[] Yes	[] No	[] Don't know	Satellite dish
14				Other:
15				*C. Are any of the following kinds of
16				wood burning appliances present at the
17				property?
18	[] Yes	[] No	[] Don't know	(1) Woodstove?
19	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
20	[] Yes	[] No	[] Don't know	(3) Pellet stove?
21	[] Yes	[] No	[] Don't know	(4) Fireplace?
22	[] Yes	[] No	[] Don't know	If yes, are all of the (1) woodstoves
23				or (2) fireplace inserts certified by
24				the U.S. Environmental Protection
25				Agency as clean burning appliances
26 27				to improve air quality and public health?
	(1)	£337	DD 14	
28 29	[] Yes	[] <u>No</u>	[] Don't know	D. Is the property located within a city, county, or district or within a
30				department of natural resources fire
31				protection zone that provides fire
32				protection services?
33				(MOMEOWNERS)
34				6. HOMEOWNERS' ASSOCIATION/COMMON
35				INTERESTS
36	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
37	[] 163	[]110	[] Bont know	Association? Name of Association and
38				contact information for an officer,
39				director, employee, or other authorized
40				agent, if any, who may provide the
41				association's financial statements,
42				minutes, bylaws, fining policy, and other
43				information that is not publicly
44				available:
45				
46	[] Yes	[] No	[] Don't know	B. Are there regular periodic
47				assessments:

1 2					\$ per [] Month [] Year [] Other
3]] Yes	[] No [] Don't know	*C. Are there any pending special
4					assessments?
5	[] Yes	[] No [] Don't know	*D. Are there any shared "common
6 7					areas" or any joint maintenance agreements (facilities such as walls,
8					fences, landscaping, pools, tennis
9					courts, walkways, or other areas co-
10					owned in undivided interest with
11					others)?
12					7. ENVIRONMENTAL
13	[] Yes	[] No [] Don't know	*A. Have there been any flooding,
14					standing water, or drainage problems on
15					the property that affect the property or
16					access to the property?
17 18	L] Yes] No [] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill
19					material?
20	ſ] Yes	No [] Don't know	*C. Is there any material damage to the
21	·	, ,	.,,	.1	property from fire, wind, floods, beach
22					movements, earthquake, expansive
23					soils, or landslides?
24	[] Yes] No [] Don't know	D. Are there any shorelines, wetlands,
25					floodplains, or critical areas on the
26					property?
27	[] Yes	[] No [] Don't know	*E. Are there any substances,
28 29					materials, or products in or on the property that may be environmental
30					concerns, such as asbestos,
31					formaldehyde, radon gas, lead-based
32					paint, fuel or chemical storage tanks, or
33					contaminated soil or water?
34]] Yes] No [] Don't know	*F. Has the property been used for
35					commercial or industrial purposes?
36]] Yes] No [] Don't know	*G. Is there any soil or groundwater
37					contamination?
38	[] Yes	[] No [] Don't know	*H. Are there transmission poles or
39 40					other electrical utility equipment installed, maintained, or buried on the
41					property that do not provide utility
42					service to the structures on the
43					property?
44	[] Yes] No [] Don't know	*I. Has the property been used as a
45					legal or illegal dumping site?
46]] Yes] No [] Don't know	*J. Has the property been used as an
47					illegal drug manufacturing site?

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1 2 3	[]Yes	[] No	[] Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?
4 5				8. MANUFACTURED AND MOBILE HOMES
6 7				If the property includes a manufactured or mobile home,
8 9 10	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations:
11 12	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any alterations to the home?
13 14 15	[] Yes	[] No	[] Don't know	*C. If alterations were made, were permits or variances for these alterations obtained?
16 17				9. FULL DISCLOSURE BY SELLERS
18				A. Other conditions or defects:
19	[] Yes	[] No	[] Don't know	*Are there any other existing material
20				defects affecting the property that a
21				prospective buyer should know about?
22				B. Verification:
23				The foregoing answers and attached
24				explanations (if any) are complete and
25				correct to the best of my/our knowledge
26				and I/we have received a copy hereof.
27				I/we authorize all of my/our real estate
28				licensees, if any, to deliver a copy of
29				this disclosure statement to other real
30				estate licensees and all prospective
31				buyers of the property.
32	DATE		SELLER	SELLER
33			NOTICE TO T	HE BUYER
34	INFORMAT	ION REGA	ARDING REGISTER	ED SEX OFFENDERS MAY
35				ORCEMENT AGENCIES. THIS
36				M YOU OF WHERE TO OBTAIN
37	THIS INFO	RMATION	AND IS NOT AN IN	IDICATION OF THE PRESENCE OF
38	REGISTERI	ED SEX OF	FFENDERS.	
39		II. BUYI	ER'S ACKNOWLEI	OGMENT
40		A.	Buyer hereby acknowledge	owledges that: Buyer has a duty to pay
41			diligent attention to	any material defects that are known to
42			Buyer or can be kno	own to Buyer by utilizing diligent
43			attention and observ	vation.
44		B.	The disclosures set	forth in this statement and in any
45			amendments to this	statement are made only by the Seller and
46			not by any real estat	te licensee or other party.

1	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
2	real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate
4	licensees know of such inaccurate information.
5	D. This information is for disclosure only and is not intended to
6 7	be a part of the written agreement between the Buyer and
8	Seller. E. Buyer (which term includes all persons signing the "Buyer's
9	acceptance" portion of this disclosure statement below) has
.0	received a copy of this Disclosure Statement (including
.1	attachments, if any) bearing Seller's signature.
12	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
13	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
14	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
15	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
16	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
17	RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18	STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
19	RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
20	AGREEMENT.
21	BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
22	STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
23	OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
24	DATE BUYER BUYER
25	(2) If the disclosure statement is being completed for new
26	construction which has never been occupied, the disclosure statement is
27	not required to contain and the seller is not required to complete the
28	questions listed in item 4. Structural or item 5. Systems and
29	Fixtures.
30	(3) The seller disclosure statement shall be for disclosure only,
31	and shall not be considered part of any written agreement between the
32	buyer and seller of residential property. The seller disclosure
33	statement shall be only a disclosure made by the seller, and not any
34	real estate licensee involved in the transaction, and shall not be
	,

--- END ---

construed as a warranty of any kind by the seller or any real estate

licensee involved in the transaction.

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