CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6472

Chapter 132, Laws of 2012

62nd Legislature 2012 Regular Session

REAL ESTATE DISCLOSURES--CARBON MONOXIDE ALARMS

EFFECTIVE DATE: 06/07/12

Passed by the Senate February 11, 2012 YEAS 47 NAYS 0

BRAD OWEN

President of the Senate

Passed by the House February 28, 2012 YEAS 98 NAYS 0

FRANK CHOPP

Speaker of the House of Representatives

Approved March 29, 2012, 2:32 p.m.

CERTIFICATE

I, Thomas Hoemann, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6472** as passed by the Senate and the House of Representatives on the dates hereon set forth.

THOMAS HOEMANN

Secretary

FILED

March 29, 2012

CHRISTINE GREGOIRE

Governor of the State of Washington

Secretary of State State of Washington

SUBSTITUTE SENATE BILL 6472

Passed Legislature - 2012 Regular Session

State of Washington 62nd Legislature 2012 Regular Session

By Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Harper, Honeyford, Kline, and Shin)

READ FIRST TIME 02/01/12.

AN ACT Relating to disclosure of carbon monoxide alarms in real estate transactions; amending RCW 64.06.020, 64.06.013, and 19.27.530; and creating new sections.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. Sec. 1. The legislature finds that the state building code council has adopted rules relating to 6 laws on 7 installation of carbon monoxide alarms in homes and buildings. The 8 legislature finds that amending the state's real estate seller 9 disclosure forms and ensuring that the responsibility for carbon 10 monoxide alarms is that of the seller, will aid in implementing this 11 law.

12 **Sec. 2.** RCW 64.06.020 and 2011 c 200 s 4 are each amended to read 13 as follows:

(1) In a transaction for the sale of improved 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

p. 1

1 the buyer a completed seller disclosure statement in the following 2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. 4 Ιf 5 the question clearly does not apply to the property write "NA." If the answer is "yes" to any * items, please explain on attached sheets. б 7 Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and sign each 8 page of this disclosure statement and each attachment. Delivery of the 9 10 disclosure statement must occur not later than five business days, unless otherwise agreed, after mutual acceptance of a written contract 11 12 to purchase between a buyer and a seller.

13

NOTICE TO THE BUYER

17 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 18 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. 19 20 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE 21 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 22 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 23 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S 24 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER 25 26 THE TIME YOU ENTER INTO A SALE AGREEMENT.

27 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE 28 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS 29 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 30 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS 31 32 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF 33 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT 34 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, 35 ON-SITE WASTEWATER 36 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 37 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS

1	OF THE PROPERTY OR	TO PROVIDE	APPROPRIATE PROVISIONS IN A CONTRACT				
2	BETWEEN THEM WITH	RESPECT TO	ANY ADVICE, INSPECTION, DEFECTS OR				
3	WARRANTIES.						
4	Seller is/ .	is not	coccupying the property.				
5		I. SELLER'S DISCLOS	JRES:				
6 7	*If you a	answer "Yes" to a question with	an asterisk (*), please explain your answer				
8	and attach documents, if available and not otherwise publicly recorded. If necessary,						
	use an at	ttached sheet.					
9			1. TITLE				
10	[] Yes	[] No [] Don't know	A. Do you have legal authority to sell				
11			the property? If no, please explain.				
12	[] Yes	[] No [] Don't know	*B. Is title to the property subject to				
13 14			any of the following? (1) First right of refusal				
15			(1) Prise right of refusal (2) Option				
16			(3) Lease or rental agreement				
17			(4) Life estate?				
18	[] Yes	[] No [] Don't know	*C. Are there any encroachments,				
19			boundary agreements, or boundary				
20			disputes?				
21	[] Yes	[] No [] Don't know	*D. Is there a private road or easement				
22			agreement for access to the property?				
23	[] Yes	[] No [] Don't know	*E. Are there any rights-of-way,				
24			easements, or access limitations that				
25 26			may affect the Buyer's use of the property?				
27	[] Yes	[] No [] Don't know	*F. Are there any written agreements				
28			for joint maintenance of an easement or				
29			right-of-way?				
30	[] Yes	[] No [] Don't know	*G. Is there any study, survey project,				
31			or notice that would adversely affect the				
32			property?				
33 34	[] Yes	[] No [] Don't know	*H. Are there any pending or existing assessments against the property?				
35	[] Yes	[] No [] Don't know	*I. Are there any zoning violations,				
36	[]	[]	nonconforming uses, or any unusual				
37			restrictions on the property that would				
38			affect future construction or				
39			remodeling?				
40 41	[] Yes	[] No [] Don't know	*J. Is there a boundary survey for the				
41			property?				

1	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
2				conditions, or restrictions recorded
3				against the property?
4				2. WATER
5				A. Household Water
6				(1) The source of water for the
7				property is:
8				[] Private or publicly owned water
9				system
10 11				[] Private well serving only the subject property
12				*[] Other water system
13	[] Yes	[] No	[] Don't know	*If shared, are there any written
14				agreements?
15	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
16				or unrecorded) for access to and/or
17				maintenance of the water source?
18	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
19				repairs needed?
20	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
21				source provided an adequate
22				year-round supply of potable
23				water? If no, please explain.
24	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
25 26				systems for the property? If yes, are they []Leased []Owned
20	[] Yes	[] No	[] Don't know	*(6) Are there any water rights for
28	[] 105	[]10		the property associated with its
29				domestic water supply, such as a
30				water right permit, certificate, or
31				claim?
32	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
33				permit, certificate, or claim been
34				assigned, transferred, or changed?
35				*(b) If yes, has all or any portion of
36				the water right not been used for
37				five or more successive years?
38	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
39 40				operation of the water system (e.g.
				pipes, tank, pump, etc.)?
41				D. Immigation Watar
42	63.87	[]]]		B. Irrigation Water
43 44	[] Yes	[] No	[] Don't know	 Are there any irrigation water rights for the property, such as a
44 45				water right permit, certificate, or
46				claim?

1	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion of
2				the water right not been used for
3				five or more successive years?
4	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
5				available? (If yes, please attach a
6				copy.)
7	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
8 9				permit, certificate, or claim been assigned, transferred, or changed?
10				
	() X			*/0) D = 1
11 12	[] Yes	[] No	[] Don't know	*(2) Does the property receive
12				irrigation water from a ditch company, irrigation district, or
14				other entity? If so, please identify
15				the entity that supplies water to the
16				property:
17				
18				C. Outdoor Sprinkler System
19	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
20				system for the property?
21	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects in
22				the system?
23	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system
24				connected to irrigation water?
24 25				-
				connected to irrigation water? 3. SEWER/ON-SITE SEWAGE SYSTEM
25				3. SEWER/ON-SITE SEWAGE SYSTEM
25 26				3. SEWER/ON-SITE SEWAGE
25 26 27				3. SEWER/ON-SITE SEWAGESYSTEMA. The property is served by:
25 26 27 28				 3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: [] Public sewer system,
25 26 27 28 29				 3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: Public sewer system, On-site sewage system (including)
25 26 27 28 29 30 31 32				 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31				 3. SEWER/ON-SITE SEWAGE SYSTEM A. The property is served by: Public sewer system, On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
25 26 27 28 29 30 31 32				 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33	[] Yes	[] No	[] Don't know	 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36	[] Yes	[] No	[] Don't know	 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36 37	[] Yes	[] No	[] Don't know	 3. SEWER/ON-SITE SEWAGE SYSTEM 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,
25 26 27 28 29 30 31 32 33 34 35 36 37 38	[] Yes	[] No	[] Don't know	 3. SEWER/ON-SITE SEWAGE SYSTEM 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.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39				 3. SEWER/ON-SITE SEWAGE SYSTEM 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.
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39	[] Yes [] Yes	[] No	[] Don't know	 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41				 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42				 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41				 3. SEWER/ON-SITE SEWAGE SYSTEM 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
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44				 3. SEWER/ON-SITE SEWAGE SYSTEM 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 system maintenance service?
25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43				 3. SEWER/ON-SITE SEWAGE SYSTEM 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 ?
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?
32				
33				PROPERTY DISCLOSURE
34				OR NEW CONSTRUCTION WHICH
35				LLER IS NOT REQUIRED TO
36		FE THE QU MS AND FI		N ITEM 4. STRUCTURAL OR ITEM
37	5. 5151E	M5 AND F	IATURES	
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	5 [] No	[] Don't know	*(2) If yes, vinspections	were all final obtained?
3 4	[] Yes	5 [] No	[] Don't know	D. Do you know	w the age of the house?
5					
6	[] Yes	5 []No	[] Don't know	*E. Has there be	
7				slippage, or slidi	ing of the property or its
8				improvements?	
9	[] Yes	5 [] No	[] Don't know		ny defects with the
10 11				following: (If ye applicable items	-
11				applicable items	and explain.)
12		Foundations	□ Decks		Exterior Walls
13		Chimneys	Interio	r Walls	Fire Alarm
14		□ Doors	□ Windo		Patio
15		Ceilings	□ Slab Fl		Driveways
16		Pools	🗆 Hot Tu		Sauna
17		Sidewalks	Outbui	-	Fireplaces
18		Garage Floors	□ Walkw	ays	□ Siding
19		□ Other	□ Wood	Stoves	
20	[] Yes	5 [] No	[] Don't know	*G. Was a str	ructural pest or "whole
21				house" inspectio	on done? If yes, when
22				-	n was the inspection
23	[]]]	(1))			······
24 25	[] Yes	5 [] No	[] Don't know		ownership, has the y wood destroying
26				organism or pest	
27	[] Yes	5 [] No	[] Don't know	I. Is the attic ins	
28	[] Yes	5 [] No	[] Don't know	J. Is the baseme	ent insulated?
29				5 SVETEMS A	ND FIXTURES
30					e following systems or
31					ided with the transfer,
32					fects? If yes, please
33				explain.	
34	[] Yes	5 [] No	[] Don't know	Electrical s	system, including
35				0	tches, outlets, and
36				service	
37 38	[] Yes	5 [] No	[] Don't know		system, including pipes, tures, and toilets
39	[] Yes	5 [] No	[] Don't know	Hot water	
40	[] Yes		[] Don't know	Garbage di	
40 41	[] Yes		[] Don't know	Appliances	-
41 42	[] Yes		[] Don't know	Sump pum	
42 43			[] Don't know		ւր nd cooling systems
	[] Yes			-	
44 45	[] Yes	5 [] No	[] Don't know	Security sy [] Owned [
46					
-					

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	[] No	[] Don't know	(1) Wood stove?
13	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
14	[] Yes	[] No	[] Don't know	(3) Pellet stove?
15	[] Yes	[] No	[] Don't know	(4) Fireplace?
16	[] Yes] Don't know	If yes, are all of the (1) wood
17	11-1	[]	[] = •••••••••	stoves or (2) fireplace inserts
18				certified by the U.S. Environmental
19				Protection Agency as clean burning
20				appliances to improve air quality
21				and public health?
22	[] Yes	[] No	[] Don't know	D. Is the property located within a city,
23				county, or district or within a
24				department of natural resources fire
25				protection zone that provides fire
26				protection services?
27	[] Yes	[] No	[] Don't know	E. Is the property equipped with carbon
28				monoxide alarms?
29				(Note: Pursuant to RCW 19.27.530,
30 31				seller must equip the residence with carbon monoxide alarms as required by
32				the state building code.)
33	[] Yes	[]No] Don't know	F. Is the property equipped with smoke
34		[]No		<u>alarms?</u>
				<u>atams.</u>
35				6. HOMEOWNERS'
36 37				ASSOCIATION/COMMON
5.				INTERESTS
38	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
39				Association? Name of Association and
40				contact information for an officer,
41				director, employee, or other authorized
42				agent, if any, who may provide the
43 44				association's financial statements, minutes, bylaws, fining policy, and other
45				information that is not publicly
46				available:
47				
÷ /				

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

1 2		[] No	[] Don't know	*J. Has the property been used as an
				illegal drug manufacturing site?
3 4		[] No	[] Don't know	*K. Are there any radio towers in the area that cause interference with cellular
4 5				telephone reception?
6 7				8. MANUFACTURED AND MOBILE HOMES
8				If the property includes a manufactured
9				or mobile home,
10	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the
11				home? If yes, please describe the
12	2			alterations:
13	3 [] Yes	[] No	[] Don't know	*B. Did any previous owner make any
14	L			alterations to the home?
15	5 [] Yes	[] No	[] Don't know	*C. If alterations were made, were
16	5			permits or variances for these alterations
17				obtained?
18	3			9. FULL DISCLOSURE BY
19)			SELLERS
20)			A. Other conditions or defects:
21	[] Yes	[] No	[] Don't know	*Are there any other existing material
22	2			defects affecting the property that a
23	3			prospective buyer should know about?
24	L			B. Verification:
25	5			The foregoing answers and attached
26	5			explanations (if any) are complete and
27				correct to the best of my/our knowledge
28				and I/we have received a copy hereof.
29				I/we authorize all of my/our real estate
30 31				licensees, if any, to deliver a copy of this disclosure statement to other real
32				estate licensees and all prospective
33				buyers of the property.
34				
51	DATE		SELLER	SELLER
35	5		NOTICE TO TI	HE BUYER
36	5 INFORMAT	ION REGA	ARDING REGISTERI	ED SEX OFFENDERS MAY
37				DRCEMENT AGENCIES. THIS
38				A YOU OF WHERE TO OBTAIN
39				DICATION OF THE PRESENCE OF
40		D SEX OF	FENDEKS.	
41		II. BUYE	R'S ACKNOWLED	GMENT
42	2	А.	Buyer hereby ackno	wledges that: Buyer has a duty to pay
43			-	any material defects that are known to
44			-	wn to Buyer by utilizing diligent
45	5		attention and observa	ation.

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

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 15 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 16 17 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 19 20 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 21 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE 22 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 23 AGREEMENT.

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

(3) The 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.

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1 Sec. 3. RCW 64.06.013 and 2010 c 64 s 3 are each amended to read 2 as follows:

(1) In a transaction for the sale of commercial real estate, 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:

9 INSTRUCTIONS TO THE SELLER

10 Please complete the following form. Do not leave any spaces blank. Ιf 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. Please refer to the line number(s) of the question(s) when you provide 13 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, unless otherwise agreed, after mutual acceptance of a written contract 17 18 to purchase between a buyer and a seller.

19

NOTICE TO THE BUYER

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

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR 23 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 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 27 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A 28 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 THE TIME YOU ENTER INTO A SALE AGREEMENT. 32

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

PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF 1 2 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, 3 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER 4 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE 5 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS б 7 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS, OR 8 9 WARRANTIES.

10 Seller . . . is/ . . . is not occupying the property.

1		I. SELLER'S DISCLOSURES:							
1:	2	*If you answer "Yes" to a question with an asterisk (*), please explain your answer							
13	3	and attach documents, if available and not otherwise publicly recorded. If							
14	L	necessary,	necessary, use an attached sheet.						
19	5				1. TITLE AND LEGAL				
10	5	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell				
1'	7				the property? If no, please explain.				
18	3	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to				
19)				any of the following?				
20)				(1) First right of refusal				
2					(2) Option				
22	2				(3) Lease or rental agreement				
2	3				(4) Life estate?				
24	L	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,				
25	5				boundary agreements, or boundary				
26	5				disputes?				
2'	7	[] Yes	[] No	[] Don't know	*D. Is there any leased parking?				
28	3	[] Yes	[] No	[] Don't know	*E. Is there a private road or easement				
29)				agreement for access to the property?				
30)	[] Yes	[] No	[] Don't know	*F. Are there any rights-of-way,				
3	1				easements, shared use agreements, or				
32	2				access limitations?				
3	3	[] Yes	[] No	[] Don't know	*G. Are there any written agreements				
34	L				for joint maintenance of an easement or				
35	5				right-of-way?				
36	5	[] Yes	[] No	[] Don't know	*H. Are there any zoning violations or				
3'	,				nonconforming uses?				
38	3	[] Yes	[] No	[] Don't know	*I. Is there a survey for the property?				
39)	[] Yes	[] No	[] Don't know	*J. Are there any legal actions pending				
40)				or threatened that affect the property?				

1	[] Yes	[] No	[] Don't know	*K. Is the property in compliance with
2				the Americans with Disabilities Act?
3				2. WATER
4	[] Yes	[] No	[] Don't know	*Are there any water rights for the
5 6				property, such as a water right permit, certificate, or claim?
7				
8				3. SEWER/ON-SITE SEWAGE
				SYSTEM
9 10	[] Yes	[] No	[] Don't know	*Is the property subject to any sewage system fees or charges in addition to
11				those covered in your regularly billed
12				sewer or on-site sewage system
13				maintenance service?
14				4. STRUCTURAL
15	[] Yes	[] No	[] Don't know	*A. Has the roof leaked within the last
16				five years?
17	[] Yes	[] No	[] Don't know	*B. Has any occupied subsurface
18				flooded or leaked within the last five
19 20	[] Vac	LING	[] Don't know	years? *C. Have there been any conversions,
20	[] Yes	[] No	[] Don't know	additions, or remodeling?
22	[] Yes	[] No	[] Don't know	*(1) If yes, were all building permits
23				obtained?
24	[] Yes	[] No	[] Don't know	*(2) If yes, were all final inspections
25				obtained?
26	[] Yes	[] No	[] Don't know	*D. Has there been any settling,
27				slippage, or sliding of the property or its
28 29	[] Yes	[] No	[] Don't know	improvements?*E. Are there any defects with the
30	[] Tes	[] NO	[] Doint Kilow	following: (If yes, please check
31				applicable items and explain.)
32		□ Found	ations	□ Slab Floors
33		Doors		□ Outbuildings
34		□ Ceiling	28	Exterior Walls
35		□ Sidewa		Siding
36		□ Other		
37		□ Interio	r Walls	
38		□ Windo	WS	
39				
4.0	[].	[] N	[] Dan't lanaari	5. SYSTEMS AND FIXTURES
40 41	[] Yes	[] No	[] Don't know	* Are there any defects in the following systems? If yes, please explain.
42	[] Yes	[] No	[] Don't know	(1) Electrical system
43	[] Yes	[] No	[] Don't know	(2) Plumbing system
44	[] Yes	[] No	[] Don't know	(3) Heating and cooling systems
45	[] Yes	[] No	[] Don't know	(4) Fire and security system

1	[] Yes	[] <u>No</u>	[] Don't know	(5) Carbon monoxide alarms
2				6. ENVIRONMENTAL
3 4 5 6	[] Yes	[] No	[] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
7 8 9 10	[] Yes	[] No	[] Don't know	*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
11 12 13	[] Yes	[] No	[] Don't know	*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
14 15 16 17 18 19 20	[] Yes	[] No	[] Don't know	*D. Are there any substances, materials, or products in or 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?
21 22	[] Yes	[] No	[] Don't know	*E. Is there any soil or groundwater contamination?
23 24	[] Yes	[] No	[] Don't know	*F. Has the property been used as a legal or illegal dumping site?
25 26	[] Yes	[] No	[] Don't know	*G. Has the property been used as an illegal drug manufacturing site?
27 28				7. FULL DISCLOSURE BY SELLERS
29				A. Other conditions or defects:
30	[] Yes	[] No	[] Don't know	*Are there any other existing material
31				defects affecting the property that a
32				prospective buyer should know about?
33				B. Verification:
34				The foregoing answers and attached
35				explanations (if any) are complete and
36				correct to the best of my/our knowledge
37 38				and I/we have received a copy hereof. I/we authorize all of my/our real estate
30				licensees, if any, to deliver a copy of
40				this disclosure statement to other real
41				estate licensees and all prospective
42				buyers of the property.
43	DATE		SELLER	SELLER
44				TO BUYER
11			NOTICE	

1	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE
2	OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE
3	IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
4	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
5	REGISTERED SEX OFFENDERS.
6	II. BUYER'S ACKNOWLEDGMENT
7	A. Buyer hereby acknowledges that: Buyer has a duty to pay
8	diligent attention to any material defects that are known to
9	Buyer or can be known to Buyer by utilizing diligent
10	attention and observation.
11	B. The disclosures set forth in this statement and in any
12	amendments to this statement are made only by the Seller
13	and not by any real estate licensee or other party.
14	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
15	real estate licensees are not liable for inaccurate information
16	provided by Seller, except to the extent that real estate
17	licensees know of such inaccurate information.
18	D. This information is for disclosure only and is not intended to
19	be a part of the written agreement between the Buyer and
20	Seller.
21	E. Buyer (which term includes all persons signing the "Buyer's
22	acceptance" portion of this disclosure statement below) has
23	received a copy of this Disclosure Statement (including
24	attachments, if any) bearing Seller's signature.
	-

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 25 26 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER 27 28 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 29 30 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 31 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 32 33 AGREEMENT.

38 (2) The seller disclosure statement shall be for disclosure only, 39 and shall not be considered part of any written agreement between the 40 buyer and seller of residential property. The seller disclosure 41 statement shall be only a disclosure made by the seller, and not any 1 real estate licensee involved in the transaction, and shall not be 2 construed as a warranty of any kind by the seller or any real estate 3 licensee involved in the transaction.

4 **Sec. 4.** RCW 19.27.530 and 2009 c 313 s 2 are each amended to read 5 as follows:

6 (1) By July 1, 2010, the building code council shall adopt rules 7 requiring that all buildings classified as residential occupancies, as 8 defined in the state building code in chapter 51-54 WAC, but excluding 9 owner-occupied single-family residences legally occupied before July 10 26, 2009, be equipped with carbon monoxide alarms.

(2)(a) The building code council may phase in the carbon monoxide alarm requirements on a schedule that it determines reasonable, provided that the rules require that by January 1, 2011, all newly constructed buildings classified as residential occupancies will be equipped with carbon monoxide alarms, and all other buildings classified as residential occupancies will be equipped with carbon monoxide alarms by January 1, 2013.

(b) Owner-occupied single-family residences legally occupied before July 26, 2009, are exempt from the requirements of this subsection (2). However, for any owner-occupied single-family residence that is sold on or after July 26, 2009, the seller must equip the residence with carbon monoxide alarms in accordance with the requirements of the state building code before the buyer or any other person may legally occupy the residence following such sale.

(3) The building code council may exempt categories of buildings classified as residential occupancies if it determines that requiring carbon monoxide alarms are unnecessary to protect the health and welfare of the occupants.

(4) The rules adopted by the building code council under this section must (a) consider applicable nationally accepted standards and (b) require that the maintenance of a carbon monoxide alarm in a building where a tenancy exists, including the replacement of batteries, is the responsibility of the tenant, who shall maintain the alarm as specified by the manufacturer.

35 (5) Real estate brokers licensed under chapter 18.85 RCW shall not
 36 be liable in any civil, administrative, or other proceeding for the

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1 <u>failure of any seller or other property owner to comply with the</u>

2 <u>requirements of this section or rules adopted by the building code</u>

3 <u>council.</u>

<u>NEW SECTION.</u> Sec. 5. Sections 2 and 3 of this act only apply to real estate transactions for which a purchase and sale agreement is entered into after the effective date of this section.

Passed by the Senate February 11, 2012. Passed by the House February 28, 2012. Approved by the Governor March 29, 2012. Filed in Office of Secretary of State March 29, 2012.