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E2SHB 1335 - S COMM AMD By Committee on Ways & Means

ADOPTED 04/07/2021

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

"NEW SECTION. Sec. 1. The legislature finds that the existence of racial, religious, or ethnic-based property restrictions or covenants on a deed or chain of title for real property is like having a monument to racism on that property and is repugnant to the tenets of equality. Furthermore, such restrictions and covenants may cause mental anguish and tarnish a property owner's sense of ownership in the property because the owner feels as though they have participated in a racist act themselves.

It is the intent of the legislature that the owner, occupant, or tenant or homeowners' association board of the property which is subject to an unlawful deed restriction or covenant pursuant to RCW 49.60.224 is entitled to have discriminatory covenants restrictions that are contrary to public policy struck from their chain of title. The legislature has presented two ways this can be accomplished through RCW 49.60.227(1) (a) and (b). If the owner, occupant, or tenant or homeowners' association board of the property elects to pursue a judicial remedy, the legislature intends that the court issue a declaratory judgment ordering the county auditor, or in charter counties the county official charged with the responsibility for recording instruments in the county records, to entirely strike the racist or otherwise discriminatory covenants from the chain of title. Striking the language does not prevent preservation of the original record, outside of the chain of title, for historical or archival purposes.

The legislature finds that striking racist, religious, and ethnic restrictions or covenants from the chain of title is no different than having an offensive statutory monument which the owner may entirely remove. So too should the owner be able to entirely remove the offensive written monument to racism or other unconstitutional discrimination.

- NEW SECTION. Sec. 2. A new section is added to chapter 49.60 RCW to read as follows:
- 3 (1) Subject to the availability of amounts appropriated for this specific purpose, the University of Washington and Eastern Washington 4 University shall review existing recorded covenants 5 6 restrictions to identify those recorded documents that include racial 7 or other restrictions on property ownership or use against protected classes that are unlawful under RCW 49.60.224. For properties subject 8 to such racial and other unlawful restrictions, the universities 9 shall provide notice to the property owner and to the county auditor 10 11 of the county in which the property is located. The universities shall provide information to the property owner on how such 12 provisions can be struck pursuant to RCW 49.60.227. The universities 13 may contract with other public and private not-for-profit higher 14 education institutions that are regionally accredited to carry out 15 16 the review and notification requirements of this section.
 - (2) This section expires July 1, 2027.
- 18 **Sec. 3.** RCW 64.06.020 and 2019 c 455 s 3 are each amended to 19 read 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 the buyer a completed seller disclosure statement in the following format and that contains, at a minimum, the following information:
- 26 INSTRUCTIONS TO THE SELLER

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

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

27 I. SELLER'S DISCLOSURES:

28 *If you answer "Yes" to a question with an asterisk (*), please explain your

2 9 answer and attach documents, if available and not otherwise publicly recorded. If

30 necessary, use an attached sheet.

31 1. TITLE

32 [] Yes [] No [] Don't know A. Do you have legal authority to sell

33 the property? If no, please explain.

34 [] Yes [] No [] Don't know *B. Is title to the property subject to

35 any of the following?

36 (1) First right of refusal

37 (2) Option

1				(3) Lease or rental agreement
2				(4) Life estate?
3	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,
4				boundary agreements, or boundary
5				disputes?
6	[] Yes	[] No	[] Don't know	*D. Is there a private road or easement
7				agreement for access to the property?
8	[] Yes	[] No	[] Don't know	*E. Are there any rights-of-way,
9				easements, or access limitations that
10				may affect the Buyer's use of the
11				property?
12	[] Yes	[] No	[] Don't know	*F. Are there any written agreements
13				for joint maintenance of an easement
14				or right-of-way?
15	[] Yes	[] No	[] Don't know	*G. Is there any study, survey project,
16				or notice that would adversely affect
17				the property?
18	[] Yes	[] No	[] Don't know	*H. Are there any pending or existing
19				assessments against the property?
20	[] Yes	[] No	[] Don't know	*I. Are there any zoning violations,
21				nonconforming uses, or any unusual
22				restrictions on the property that would
23				affect future construction or
24				remodeling?
25	[] Yes	[] No	[] Don't know	*J. Is there a boundary survey for the
26				property?

1	[] Yes	[] No	[] Don't know	*K. Are there any covenants,
2				conditions, or restrictions recorded
3				against the property?
4				NOTICE TO THE BUYER:
5				Covenants or deed restrictions based
6				on race, creed, sexual orientation, or
7				other protected class were voided by
8				RCW 49.60.224 and are
9				unenforceable. Washington law allows
10				for the illegal language to be struck by
11				bringing an action in superior court or
12				by the free recording of a restrictive
13				covenant modification document.
14				Many county auditor websites provide
15				a short form with instructions on this
16				process.
17				2. WATER
18				A. Household Water
19				(1) The source of water for the
20				property is:
21				[] Private or publicly owned
22				water system
23				[] Private well serving only the
24				subject property
25				*[] Other water system
26	[] Yes	[] No	[] Don't know	*If shared, are there any written
27				agreements?
28	[] Yes	[] No	[] Don't know	*(2) Is there an easement
29				(recorded or unrecorded) for
30				access to and/or maintenance of
31				the water source?
	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
32				
32 33				repairs needed?
	[] Yes	[] No	[] Don't know	repairs needed? (4) During your ownership, has
33	[] Yes	[] No	[] Don't know	-
33 34	[] Yes	[] No	[] Don't know	(4) During your ownership, has

1	[] Yes	[] No	[] Don't know	*(5) Are there any water
2				treatment systems for the
3				property? If yes, are they
4				[] Leased [] Owned
5	[] Yes	[] No	[] Don't know	*(6) Are there any water rights
6				for the property associated with
7				its domestic water supply, such as
8				a water right permit, certificate,
9				or claim?
10	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
11				permit, certificate, or claim been
12				assigned, transferred, or
13				changed?
14				*(b) If yes, has all or any portion
15				of the water right not been used
16				for five or more successive
17				years?
18	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
19				operation of the water system
20				(e.g. pipes, tank, pump, etc.)?
21			В. 1	Irrigation Water
22	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
23				rights for the property, such as a
24				water right permit, certificate, or
25				claim?
26	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion
27				of the water right not been used
28				for five or more successive
29				years?
30	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
31				available? (If yes, please attach a
32				copy.)
33	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
34				permit, certificate, or claim been
35				assigned, transferred, or
36				changed?

1	[] Yes	[] No	[] Don't know	*(2) Does the property receive
2				irrigation water from a ditch
3				company, irrigation district, or
4				other entity? If so, please identify
5				the entity that supplies water to
6				the property:
7				C. Outdoor Sprinkler System
8	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
9				system for the property?
10	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects
11				in the system?
12	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler
13				system connected to irrigation
14				water?
15				3. SEWER/ON-SITE SEWAGE
16				SYSTEM
17				A. The property is served by:
18				[] Public sewer system,
19				[] On-site sewage system (including
20				pipes, tanks, drainfields, and all other
21				component parts)
22				
				[] Other disposal system, please
23				[] Other disposal system, please describe:
23 24	[] Yes	[] No	[] Don't know	
	[] Yes	[] No	[] Don't know	describe:
24	[] Yes	[] No	[] Don't know	describe: B. If public sewer system service is
24 25	[] Yes	[] No	[] Don't know	describe: B. If public sewer system service is available to the property, is the house
242526	[] Yes	[] No	[] Don't know	describe: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no,
24252627				describe: B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
2425262728				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
242526272829				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
24252627282930				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
24 25 26 27 28 29 30				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
 24 25 26 27 28 29 30 31 32 				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?

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
5				construction?
6				(2) When was it last pumped?
7				
8	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
9				operation of the on-site sewage
10				system?
11			[] Don't know	(4) When was it last inspected?
12				
13				By whom:
14			[] Don't know	(5) For how many bedrooms was
15				the on-site sewage system
16				approved?
17				bedrooms
18	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
19				laundry drain, connected to the
20				sewer/on-site sewage system? If no,
21				please explain:
22	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
23				repairs to the on-site sewage system?
24	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
25				including the drainfield, located
26				entirely within the boundaries of the
27				property? If no, please explain.
28				
29	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
30				require monitoring and maintenance
31				services more frequently than once a
32				year?
33				
34	NOTICE:	IF THIS	S RESIDENTIAL	REAL PROPERTY DISCLOSURE
35	STATEME	ENT IS BE	ING COMPLETED	FOR NEW CONSTRUCTION WHICH
36	HAS NEV	/ER BEEN	N OCCUPIED, TH	IE SELLER IS NOT REQUIRED TO
37	COMPLET	ГЕ ТНЕ (QUESTIONS LIST	ED IN ITEM 4. STRUCTURAL OR
38	ITEM 5. S	YSTEMS A	AND FIXTURES	

1					4. STRUCTURAL
2	[] Yes	[] No	[] Don't	know	*A. Has the roof leaked within the last
3					five years?
4	[] Yes	[] No	[] Don't	know	*B. Has the basement flooded or
5					leaked?
6	[] Yes	[] No	[] Don't	know	*C. Have there been any conversions,
7					additions, or remodeling?
8	[] Yes	[] No	[] Don't	know	*(1) If yes, were all building
9					permits obtained?
10	[] Yes	[] No	[] Don't	know	*(2) If yes, were all final
11					inspections obtained?
12	[] Yes	[] No	[] Don't	know	D. Do you know the age of the house?
13					If yes, year of original construction:
14	[] Yes	[] No	[] Don't	know	*E. Has there been any settling,
15					slippage, or sliding of the property or
16					its improvements?
17	[] Yes	[] No	[] Don't	know	*F. Are there any defects with the
18					following: (If yes, please check
19					applicable items and explain.)
20		Foundations		□ Decks	□ Exterior Walls
21		Chimneys		□ Interio	r Walls
22		Doors		□ Windo	ws Patio
23		Ceilings		□ Slab F	loors □ Driveways
24		Pools		□ Hot Tu	ıb □ Sauna
25		Sidewalks		□ Outbui	ildings
26		Garage Floors	s	□ Walkw	rays □ Siding
27		Other		□ Woods	toves Elevators
28		Incline Elevat	ors	□ Stairwa	ay Chair Wheelchair Lifts
29				Lifts	
30	[] Yes	[] No	[] Don't	know	*G. Was a structural pest or "whole
31					house" inspection done? If yes, when
32					and by whom was the inspection
33					completed?
34	[] Yes	[] No	[] Don't	know	H. During your ownership, has the
35					property had any wood destroying
36					organism or pest infestation?
37	[] Yes	[] No	[] Don't	know	I. Is the attic insulated?

1	[] Yes	[] No	[] Don't know	J. Is the basement insulated?
2				5. SYSTEMS AND FIXTURES
3				*A. If any of the following systems or
4				fixtures are included with the transfer,
5				are there any defects? If yes, please
6				explain.
7	[] Yes	[] No	[] Don't know	Electrical system, including
8				wiring, switches, outlets, and
9				service
10	[] Yes	[] No	[] Don't know	Plumbing system, including
11				pipes, faucets, fixtures, and
12				toilets
13	[] Yes	[] No	[] Don't know	Hot water tank
14	[] Yes	[] No	[] Don't know	Garbage disposal
15	[] Yes	[] No	[] Don't know	Appliances
16	[] Yes	[] No	[] Don't know	Sump pump
17	[] Yes	[] No	[] Don't know	Heating and cooling systems
18	[] Yes	[] No	[] Don't know	Security system
19				[] Owned[] Leased
20				Other
21				*B. If any of the following fixtures or
22				property is included with the transfer,
23				are they leased? (If yes, please attach
24				copy of lease.)
25	[] Yes	[] No	[] Don't know	Security system
26	[] Yes	[] No	[] Don't know	Tanks (type):
27	[] Yes	[] No	[] Don't know	Satellite dish
28				Other:
29				*C. Are any of the following kinds of
30				wood burning appliances present at
31				the property?
32	[] Yes	[] No	[] Don't know	(1) Woodstove?
33	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
34	[] Yes	[] No	[] Don't know	(3) Pellet stove?
35	[] Yes	[] No	[] Don't know	(4) Fireplace?

1	[] Yes	[] No	[] Don't know	If yes, are all of the (1)
2				woodstoves or (2) fireplace
3				inserts certified by the U.S.
4				Environmental Protection
5				Agency as clean burning
6				appliances to improve air quality
7				and public health?
8	[] Yes	[] No	[] Don't know	D. Is the property located within a
9				city, county, or district or within a
10				department of natural resources fire
11				protection zone that provides fire
12				protection services?
13	[] Yes	[] No	[] Don't know	E. Is the property equipped with
14				carbon monoxide alarms?
15				(Note: Pursuant to RCW 19.27.530,
16				seller must equip the residence with
17				carbon monoxide alarms as required
18				by the state building code.)
19	[] Yes	[] No	[] Don't know	F. Is the property equipped with
20				smoke detection devices?
21				(Note: Pursuant to RCW 43.44.110, if
22				the property is not equipped with at
23				least one smoke detection device, at
24				least one must be provided by the
25				seller.)
26				6. HOMEOWNERS'
27				ASSOCIATION/COMMON
28				INTERESTS
29	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
30				Association? Name of Association and
31				contact information for an officer,
32				director, employee, or other authorized
33				agent, if any, who may provide the
34				association's financial statements,
35				minutes, bylaws, fining policy, and
36				other information that is not publicly
37				available:
38	[] Yes	[] No	[] Don't know	B. Are there regular periodic
39				assessments:

1				\$ per [] Month [] Year
2				[] 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				areas" or any joint maintenance
7				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
15				on the property that affect the property
16				or access to the property?
17	[] Yes	[] No	[] Don't know	*B. Does any part of the property
18				contain fill dirt, waste, or other fill
19				material?
20	[] Yes	[] No	[] Don't know	*C. Is there any material damage to
21				the property from fire, wind, floods,
22				beach movements, earthquake,
23				expansive 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				materials, or products in or on the
29				property that may be environmental
30				concerns, such as asbestos,
31				formaldehyde, radon gas, lead-based
32				paint, fuel or chemical storage tanks,
33				or 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?

1	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
2				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	[] 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 cause interference with
13				cellular telephone reception?
14				8. MANUFACTURED AND
15				MOBILE HOMES
16				If the property includes a
17				manufactured or mobile home,
18	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to
19				the home? If yes, please describe the
20				alterations:
21	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
22				alterations to the home?
23	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
24				permits or variances for these
25				alterations obtained?
26				9. FULL DISCLOSURE BY
27				SELLERS
28				A. Other conditions or defects:
29	[] Yes	[] No	[] Don't know	*Are there any other existing material
30				defects affecting the property that a
31				prospective buyer should know about?
32				B. Verification:

1			The foregoing answers and attached
2			explanations (if any) are complete and
3			correct to the best of my/our
4			knowledge and I/we have received a
5			copy hereof. I/we authorize all of
6			my/our real estate licensees, if any, to
7			deliver a copy of this disclosure
8			statement to other real estate licensees
9			and all prospective buyers of the
10			property.
11	DATE	SELLER	SELLER
12		NOTICE TO T	THE BUYER
13	INFORMATION REG	GARDING REGIST	ERED SEX OFFENDERS MAY
14	BE OBTAINED FRO	OM LOCAL LAW	ENFORCEMENT AGENCIES. THIS
15	NOTICE IS INTEND	ED ONLY TO INF	FORM YOU OF WHERE TO OBTAIN
16	THIS INFORMATION	N AND IS NOT A	N INDICATION OF THE PRESENCE
17	OF REGISTERED SE	X OFFENDERS.	
18	II. BUYE	ER'S ACKNOWLI	EDGMENT
19	A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
20		diligent attention t	to any material defects that are known to
21		Buyer or can be	known to Buyer by utilizing diligent
22		attention and obse	rvation.
23	B.	The disclosures s	set forth in this statement and in any
24		amendments to the	is statement are made only by the Seller
25		and not by any rea	al estate licensee or other party.
26	C.	Buyer acknowleds	ges that, pursuant to RCW 64.06.050(2),
27		real estate licer	nsees are not liable for inaccurate
28		information provi	ded by Seller, except to the extent that
29		real estate licensee	es know of such inaccurate information.
30	D.	This information i	is for disclosure only and is not intended
31		to be a part of the	e written agreement between the Buyer
32		and Seller.	
33	E.	Buyer (which te	erm includes all persons signing the
34		"Buyer's acceptan	ce" portion of this disclosure statement
35		below) has receiv	ed a copy of this Disclosure Statement
3.6		(including attachn	nente if any) hearing Caller's cignature

- 1 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
- 2 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
- 3 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
- 4 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
- 5 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT
- 6 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
- 7 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
- 8 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 9 AGREEMENT.
- 10 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 11 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 12 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 13 PARTY.
- 15 (2) If the disclosure statement is being completed for new
- 16 construction which has never been occupied, the disclosure statement
- 17 is not required to contain and the seller is not required to complete
- 18 the questions listed in item 4. Structural or item 5. Systems and
- 19 Fixtures.
- 20 (3) The seller disclosure statement shall be for disclosure only,
- 21 and shall not be considered part of any written agreement between the
- 22 buyer and seller of residential property. The seller disclosure
- 23 statement shall be only a disclosure made by the seller, and not any
- 24 real estate licensee involved in the transaction, and shall not be
- 25 construed as a warranty of any kind by the seller or any real estate
- 26 licensee involved in the transaction.
- 27 **Sec. 4.** RCW 49.60.227 and 2018 c 65 s 1 are each amended to read 28 as follows:
- (1) (a) If a written instrument contains a provision that is void by reason of RCW 49.60.224, the owner, occupant, or tenant of the property which is subject to the provision or the homeowners'
- 32 association board may cause the provision to be stricken from the
- 33 public records by bringing an action in the superior court in the
- 34 county in which the property is located. The action shall be an in 35 rem, declaratory judgment action whose title shall be the description
- 36 of the property. The necessary party to the action shall be the
- 37 owner, occupant, or tenant of the property or any portion thereof.

1 The person bringing the action shall pay a fee set under RCW 36.18.012.

- (b) If the court finds that any provisions of the written instrument are void under RCW 49.60.224, it shall enter an order striking the void provisions from the public records and eliminating the void provisions from the title or lease of the property described in the complaint.
- (i) A complete copy of any document affected by the order shall be made an exhibit to the order and the order shall identify each document by recording number and date of recordation and set forth verbatim the void provisions to be struck from such document. The order shall include a certified copy of each document, upon which the court has physically redacted the void provisions.
- (ii) The person bringing the action may obtain and deliver a certified copy of the order to the office of the county auditor or, in charter counties, the county official charged with the responsibility for recording instruments in the county records, in the county where the property is located.
- (iii) The auditor shall record the documents prepared by the court. An image of each document so corrected shall be placed in the public records. Each corrected document shall contain the following information on the first page or a cover page prepared pursuant to RCW 65.04.047: The auditor's file number or book and page of the original document, a notation that the original document was corrected pursuant to this section, the cause number of the court action, and the date the order was entered.
- (iv) The auditor or official shall update the index of each original document referenced in the order with the auditor's file number of the corrected document. Further, the index will note that the original record is no longer the primary official public record and is removed from the chain of title pursuant to the court order.
- (v) The original document or image and subsequent records of such actions shall be separately maintained in the county's records and, at the auditor's or official's discretion, the original document or image may also be transferred to the secretary of state archives division to be preserved for historical or archival purposes.
- (2) (a) As an alternative to the judicial procedure set forth in subsection (1) of this section, the owner of property subject to a written instrument that contains a provision that is void by reason of RCW 49.60.224 may record a restrictive covenant modification Code Rev/RB:eab

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- document with the county auditor, or in charter counties the county official charged with the responsibility for recording instruments in the county records, in the county in which the property is located.
 - (b) The modification document shall contain a recording reference to the original written instrument.
 - (c) The modification document must state, in part:
 - "The referenced original written instrument contains discriminatory provisions that are void and unenforceable under RCW 49.60.224 and federal law. This document strikes from the referenced original instrument all provisions that are void and unenforceable under law."
- 12 (d) The effective date of the modification document shall be the 13 same as the effective date of the original written instrument.
 - (e) If the owner causes to be recorded a modification document that contains modifications not authorized by this section, the county auditor or recording officer shall not incur liability for recording the document. Any liability that may result is the sole responsibility of the owner who caused the recordation.
 - (f) No filing or recording fees or otherwise authorized surcharges shall be required for the filing of a modification document pursuant to this section.
- 22 (3) For the purposes of this section, "restrictive covenant 23 modification document" or "modification document" means a standard 24 form developed and designed by the Washington state association of 25 county auditors.
- NEW SECTION. Sec. 5. This act applies to real estate transactions entered into on or after January 1, 2022."

E2SHB 1335 - S COMM AMD By Committee on Ways & Means

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ADOPTED 04/07/2021

On page 1, line 2 of the title, after "restrictions;" strike the remainder of the title and insert "amending RCW 64.06.020 and 49.60.227; adding a new section to chapter 49.60 RCW; creating new sections; and providing an expiration date."

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 $\underline{\text{EFFECT:}}$ Requires the original document or image and subsequent records of void provisions to be separately maintained in county records.

--- END ---