SECOND SUBSTITUTE HOUSE BILL 1335

State of Washington 67th Legislature 2021 Regular Session

By House Appropriations (originally sponsored by Representatives Valdez, Rude, Berry, Fitzgibbon, Morgan, Santos, Shewmake, Davis, Berg, Gilday, Bergquist, Fey, Bateman, Lekanoff, Lovick, Callan, Riccelli, Rule, Pollet, Senn, and Harris-Talley)

READ FIRST TIME 02/22/21.

- AN ACT Relating to review and property owner notification of recorded documents with unlawful racial restrictions; amending RCW 64.06.020 and 49.60.227; adding a new section to chapter 43.330 RCW; creating new sections; and providing an expiration date.
- 5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- 6 NEW SECTION. Sec. 1. The legislature finds that the existence 7 of racial, religious, or ethnic-based property restrictions or covenants on a deed or chain of title for real property is like 8 9 having a monument to racism on that property and is repugnant to the tenets of equality. Furthermore, such restrictions and covenants may 10 11 mental anguish and tarnish a property owner's 12 ownership in the property because the owner feels as though they have 13 participated in a racist act themselves.
- 14 It is the intent of the legislature that the owner, occupant, or 15 tenant or homeowners' association board of the property which is 16 subject to an unlawful deed restriction or covenant pursuant to RCW 17 is entitled to have discriminatory covenants restrictions that are contrary to public policy struck from their 18 chain of title. The legislature has presented two ways this can be 19 accomplished through RCW 49.60.227(1) (a) and (b). If the owner, 20 21 occupant, or tenant or homeowners' association board of the property

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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 43.330 RCW to read as follows:

- (1) Subject to the availability of amounts appropriated for this specific purpose, the department shall establish and administer a grant program to review existing recorded covenants and deed restrictions to identify those recorded documents that include racial or other restrictions unlawful under RCW 49.60.224 and provide notice to property owners of such restrictions.
- (2) The department shall establish a process for accepting grant applications from public and private not-for-profit higher education institutions that are regionally accredited, including application guidelines and deadlines. The department shall begin awarding grants no later than January 1, 2022.
- (3) The higher education institutions selected to participate in the grant program shall review existing recorded covenants and deed restrictions to identify those recorded documents that include racial or other restrictions on property ownership or use against protected classes that are unlawful under RCW 49.60.224. Higher education institutions shall provide notification to each property owner who owns property subject to such racial or other unlawful restrictions and the county auditor of the county within which the restrictions were found. Selected higher education institutions are encouraged to utilize students, including law and graduate students, to complete the requirements of the grant program as part of educational and training programs.

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- (4) This section expires July 1, 2027.
- 2 **Sec. 3.** RCW 64.06.020 and 2019 c 455 s 3 are each amended to read as follows:
- 4 (1) In a transaction for the sale of improved residential real 5 property, the seller shall, unless the buyer has expressly waived the 6 right to receive the disclosure statement under RCW 64.06.010, or 7 unless the transfer is otherwise exempt under RCW 64.06.010, deliver 8 to the buyer a completed seller disclosure statement in the following 9 format and that contains, at a minimum, the following information:
- 10 INSTRUCTIONS TO THE SELLER

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- 11 Please complete the following form. Do not leave any spaces blank. If
- 12 the question clearly does not apply to the property write "NA." If
- 13 the answer is "yes" to any * items, please explain on attached
- 14 sheets. Please refer to the line number(s) of the question(s) when
- 15 you provide your explanation(s). For your protection you must date
- 16 and sign each page of this disclosure statement and each attachment.
- 17 Delivery of the disclosure statement must occur not later than five
- 18 business days, unless otherwise agreed, after mutual acceptance of a
- 19 written contract to purchase between a buyer and a seller.
- 20 NOTICE TO THE BUYER
- 21 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
- 23 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 24 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 25 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 26 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 27 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 28 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
- 29 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 30 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
- 31 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
- 32 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
- 33 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 34 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 35 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 36 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
- 37 OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

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1	FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF						
2	THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF						
3	QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT						
4	LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,						
5	ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER						
6	TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE						
7	BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR						
8	INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A						
9	CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS						
10	OR WARRANTIES.						
11	Seller is/ is not occupying the property.						
12	I. SELLER'S DISCLOSURES:						
13	*If you answer "Yes" to a question with an asterisk (*), please explain your						
14	answer and attach documents, if available and not otherwise publicly recorded. If						
15	necessary, use an attached sheet.						
16	1. TITLE						
17	[] Yes [] No [] Don't know A. Do you have legal authority to sell						
18	the property? If no, please explain.						
19	[] Yes [] No [] Don't know *B. Is title to the property subject to						
20							
	any of the following?						

(2) Option

23 (3) Lease or rental agreement 24 (4) Life estate? 25 [] Yes [] No [] Don't know *C. Are there any encroachments, 26 boundary agreements, or boundary 27 disputes? 28 [] Yes [] Don't know [] No *D. Is there a private road or easement 29 agreement for access to the property? 30 [] Yes [] No [] Don't know *E. Are there any rights-of-way, 31 easements, or access limitations that 32 may affect the Buyer's use of the 33 property? 34 [] Yes [] No [] Don't know *F. Are there any written agreements 35 for joint maintenance of an easement 36 or right-of-way?

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or notice that would adversely affect the property? 4 [] Yes [] No [] Don't know *H. Are there any pending or existing assessments against the property? 6 [] 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? 11 [] Yes [] No [] Don't know *J. Is there a boundary survey for the property? 13 [] Yes [] No [] Don't know *K. Are there any covenants conditions, or restrictions recorded against the property?	t
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[] Yes [] No [] Don't know *K. Are there any covenants conditions, or restrictions recorded	3
14 conditions, or restrictions recorded	
	,
15 against the property?	1
16 <u>Notice to the buyer</u>	<u>:</u>
Covenants or deed restrictions based	1
00 race, creed, sexual orientation, or	ŗ
19 other protected class were voided by	L
2 0 <u>RCW</u> 49.60.224 and are	2
21 unenforceable. Washington law allows	<u>s</u>
22 <u>for the illegal language to be struck by</u>	L
23 bringing an action in superior court of	ŗ
2.4 by the free recording of a restrictive	2
25 <u>covenant modification document</u>	_
2 6 <u>Many county auditor websites provide</u>	2
27 <u>a short form with instructions on this</u>	<u>s</u>
28 process.	
2 9 2. Water	
30 A. Household Water	
31 (1) The source of water for the	3
32 property is:	
[] Private or publicly owned	1
3 4 water system	
35 [] Private well serving only the	3
36 subject property	
37 *[] Other water system	
38 [] Yes [] No [] Don't know *If shared, are there any written	1
39 agreements?	

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

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

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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
5				sewage 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
12				construction?
13				(2) When was it last pumped?
14				
15	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
16				operation of the on-site sewage
17				system?
18			[] Don't know	(4) When was it last inspected?
19				
20				By whom:
21			[] Don't know	(5) For how many bedrooms was
22				the on-site sewage system
23				approved?
24				bedrooms
25	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
26				laundry drain, connected to the
27				sewer/on-site sewage system? If no,
28				please explain:
29	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
30				repairs to the on-site sewage system?
31	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
32				including the drainfield, located
33				entirely within the boundaries of the
34				property? If no, please explain.
35				

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1	[] Yes	[] No	[] Don't know	*H. Does the	on-site sewage system
2				require monitor	oring and maintenance
3				services more	frequently than once a
4				year?	
5					
6	NOTIO	CE: IF THIS	RESIDENTIAL	REAL PROP	ERTY DISCLOSURE
7	STATE	EMENT IS BEI	NG COMPLETED	FOR NEW CON	NSTRUCTION WHICH
8	HAS 1	NEVER BEEN	OCCUPIED, TH	E SELLER IS	NOT REQUIRED TO
9	COMP	LETE THE C	QUESTIONS LIST	ED IN ITEM 4	4. STRUCTURAL OR
10	ITEM	5. SYSTEMS A	AND FIXTURES		
11				4. STRUCTU	RAL
12	[] Yes	[] No	[] Don't know	*A. Has the ro	of leaked within the last
13				five years?	
14	[] Yes	[] No	[] Don't know	*B. Has the	basement flooded or
15				leaked?	
16	[] Yes	[] No	[] Don't know	*C. Have there	e been any conversions,
17				additions, or re	emodeling?
18	[] Yes	[] No	[] Don't know	*(1) If y	yes, were all building
19				permits of	btained?
20	[] Yes	[] No	[] Don't know	*(2) If	yes, were all final
21				inspection	ns obtained?
22	[] Yes	[] No	[] Don't know	D. Do you kno	w the age of the house?
23				If yes, year of	original construction:
24	[] Yes	[] No	[] Don't know	*E. Has then	re been any settling,
25				slippage, or sli	iding of the property or
26				its improvemen	nts?
27	[] Yes	[] No	[] Don't know	*F. Are there	any defects with the
28				following: (I	f yes, please check
29				applicable item	ns and explain.)
30	[□ Foundations	□ Decks		□ Exterior Walls
31	[□ Chimneys	□ Interio	or Walls	□ Fire Alarm
32	[□ Doors	□ Windo	ows	□ Patio
33	I	□ Ceilings	□ Slab F	loors	□ Driveways
34	I	□ Pools	□ Hot T	ub	□ Sauna
35	ſ	□ Sidewalks	□ Outbu	ildings	□ Fireplaces
36	1	□ Garage Floor	s □ Walkv	vays	□ Siding
37	[□ Other	□ Wood	stoves	□ Elevators
-					

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1		□ Incline Elev	ators	irway Chair
2			Lifts	
3	[] Yes	s [] No	[] Don't know	*G. Was a structural pest or "whole
4				house" inspection done? If yes, when
5				and by whom was the inspection
6				completed?
7	[] Yes	s [] No	[] Don't know	H. During your ownership, has the
8				property had any wood destroying
9				organism or pest infestation?
10	[] Yes	s [] No	[] Don't know	I. Is the attic insulated?
11	[] Yes	s [] No	[] Don't know	J. Is the basement insulated?
12				5. SYSTEMS AND FIXTURES
13				*A. If any of the following systems or
14				fixtures are included with the transfer,
15				are there any defects? If yes, please
16				explain.
17	[] Yes	s [] No	[] Don't know	Electrical system, including
18				wiring, switches, outlets, and
19				service
20	[] Yes	s [] No	[] Don't know	Plumbing system, including
21				pipes, faucets, fixtures, and
22				toilets
23	[] Yes	s [] No	[] Don't know	Hot water tank
24	[] Yes	s [] No	[] Don't know	Garbage disposal
25	[] Yes	s [] No	[] Don't know	Appliances
26	[] Yes	s [] No	[] Don't know	Sump pump
27	[] Yes	s [] No	[] Don't know	Heating and cooling systems
28	[] Yes	s [] No	[] Don't know	Security system
29				[] Owned[] Leased
30				Other
31				*B. If any of the following fixtures or
32				property is included with the transfer,
33				are they leased? (If yes, please attach
34				copy of lease.)
35	[] Yes	s [] No	[] Don't know	Security system
36	[] Yes	s [] No	[] Don't know	Tanks (type):

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1	[] Yes	[] No	[] Don't know	Satellite dish
2				Other:
3				*C. Are any of the following kinds of
4				wood burning appliances present at
5				the property?
6	[] Yes	[] No	[] Don't know	(1) Woodstove?
7	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
8	[] Yes	[] No	[] Don't know	(3) Pellet stove?
9	[] Yes	[] No	[] Don't know	(4) Fireplace?
10	[] Yes	[] No	[] Don't know	If yes, are all of the (1)
11				woodstoves or (2) fireplace
12				inserts certified by the U.S.
13				Environmental Protection
14				Agency as clean burning
15				appliances to improve air quality
16				and public health?
17	[] Yes	[] No	[] Don't know	D. Is the property located within a
18				city, county, or district or within a
19				department of natural resources fire
20				protection zone that provides fire
21				protection services?
22	[] Yes	[] No	[] Don't know	E. Is the property equipped with
23				carbon monoxide alarms?
24				(Note: Pursuant to RCW 19.27.530,
25				seller must equip the residence with
26				carbon monoxide alarms as required
27				by the state building code.)
28	[] Yes	[] No	[] Don't know	F. Is the property equipped with
29				smoke detection devices?
30				(Note: Pursuant to RCW 43.44.110, if
31				the property is not equipped with at
32				least one smoke detection device, at
33				least one must be provided by the
34				seller.)
35				6. HOMEOWNERS'
36				ASSOCIATION/COMMON
37				INTERESTS

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1	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
2				Association? Name of Association and
3				contact information for an officer,
4				director, employee, or other authorized
5				agent, if any, who may provide the
6				association's financial statements,
7				minutes, bylaws, fining policy, and
8				other information that is not publicly
9				available:
10	[] Yes	[] No	[] Don't know	B. Are there regular periodic
11				assessments:
12				\$ per [] Month [] Year
13				[] Other
14	[] Yes	[] No	[] Don't know	*C. Are there any pending special
15				assessments?
16	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
17				areas" or any joint maintenance
18				agreements (facilities such as walls,
19				fences, landscaping, pools, tennis
20				courts, walkways, or other areas co-
21				owned in undivided interest with
22				others)?
23				7. ENVIRONMENTAL
24	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
25				standing water, or drainage problems
26				on the property that affect the property
27				or access to the property?
28	[] Yes	[] No	[] Don't know	*B. Does any part of the property
29				contain fill dirt, waste, or other fill
30				material?
31	[] Yes	[] No	[] Don't know	*C. Is there any material damage to
32				the property from fire, wind, floods,
33				beach movements, earthquake,
34				expansive soils, or landslides?
35	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
36				floodplains, or critical areas on the
37				property?

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

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1	A. Other conditions or defects:
2	[] Yes [] No [] Don't know *Are there any other existing materia
3	defects affecting the property that
4	prospective buyer should know about
5	B. Verification:
6	The foregoing answers and attached
7	explanations (if any) are complete and
8	correct to the best of my/ou
9	knowledge and I/we have received
10	copy hereof. I/we authorize all o
11	my/our real estate licensees, if any, to
12	deliver a copy of this disclosur
13	statement to other real estate licensee
14	and all prospective buyers of th
15	property.
16	DATE SELLER SELLER
17	NOTICE TO THE BUYER
18	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
19	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
20	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN
21	THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE
22	OF REGISTERED SEX OFFENDERS.
23	II. BUYER'S ACKNOWLEDGMENT
24	A. Buyer hereby acknowledges that: Buyer has a duty to pa
25	diligent attention to any material defects that are known to
26	Buyer or can be known to Buyer by utilizing diliger
27	attention and observation.
28	B. The disclosures set forth in this statement and in an
29	amendments to this statement are made only by the Selle
30	and not by any real estate licensee or other party.
31	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2)
32	real estate licensees are not liable for inaccurat
33	information provided by Seller, except to the extent that
34	real estate licensees know of such inaccurate information.
35	D. This information is for disclosure only and is not intende
36	to be a part of the written agreement between the Buye
37	and Seller.

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E. Buyer (which term includes all persons signing the
"Buyer's acceptance" portion of this disclosure statement
below) has received a copy of this Disclosure Statement
(including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY 5 6 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME 7 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER 8 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM 9 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 10 11 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE 12 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE

- 13 AGREEMENT.
- 14 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 15 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 16 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
- 17 PARTY.

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- 19 (2) If the disclosure statement is being completed for new 20 construction which has never been occupied, the disclosure statement 21 is not required to contain and the seller is not required to complete 22 the questions listed in item 4. Structural or item 5. Systems and 23 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.
- 31 **Sec. 4.** RCW 49.60.227 and 2018 c 65 s 1 are each amended to read as follows:
- 33 (1) (a) If a written instrument contains a provision that is void 34 by reason of RCW 49.60.224, the owner, occupant, or tenant of the 35 property which is subject to the provision or the homeowners' 36 association board may cause the provision to be stricken from the 37 public records by bringing an action in the superior court in the 38 county in which the property is located. The action shall be an in

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rem, declaratory judgment action whose title shall be the description of the property. The necessary party to the action shall be the owner, occupant, or tenant of the property or any portion thereof. 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. The person bringing the action shall deliver the order by email, certified United States mail, or personally 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 in which the property is located. The auditor or official shall remove the void provisions entirely from the chain of title by removing the record from the chain of title if feasible, or by striking it through and including the order in the chain of title. A record removed from the chain of title may 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 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."

- (d) The effective date of the modification document shall be the 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

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recording the document. Any liability that may result is the sole responsibility of the owner who caused the recordation.

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- 3 (f) No filing or recording fees or otherwise authorized 4 surcharges shall be required for the filing of a modification 5 document pursuant to this section.
- 6 (3) For the purposes of this section, "restrictive covenant modification document" or "modification document" means a standard form developed and designed by the Washington state association of county auditors.
- NEW SECTION. Sec. 5. This act applies to real estate transactions entered into on or after January 1, 2022.

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