
HOUSE BILL 1951

State of Washington

67th Legislature

2022 Regular Session

By Representatives Morgan, Fitzgibbon, Orwall, McEntire, Ryu, Ormsby, Kloba, and Harris-Talley

Read first time 01/12/22. Referred to Committee on Consumer Protection & Business.

1 AN ACT Relating to seller disclosure statements; amending RCW
2 64.06.013, 64.06.015, and 64.06.050; and reenacting and amending RCW
3 64.06.020.

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

5 **Sec. 1.** RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are
6 each reenacted and amended to read as follows:

7 (1) In a transaction for the sale of improved residential real
8 property, the seller shall, unless the buyer has expressly waived the
9 right to receive the disclosure statement under RCW 64.06.010, or
10 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
11 to the buyer a completed seller disclosure statement in the following
12 format and that contains, at a minimum, the following information:

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If
15 the question clearly does not apply to the property write "NA." If
16 the answer is "yes" to any * items, please explain on attached
17 sheets. Please refer to the line number(s) of the question(s) when
18 you provide your explanation(s). For your protection you must date
19 and sign each page of this disclosure statement and each attachment.
20 Delivery of the disclosure statement must occur not later than five

1 business days, unless otherwise agreed, after mutual acceptance of a
2 written contract to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

4 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
5 THE PROPERTY LOCATED AT.
6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
8 MATERIAL DEFECTS TO BUYER (~~(BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE~~
9 ~~PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT)~~).

10 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
11 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
12 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
13 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
14 SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
15 DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
16 TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

21 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
22 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
23 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
24 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
25 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
26 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
27 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
28 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
29 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
30 OR WARRANTIES.

31 Seller is/ is not occupying the property.

32 **I. SELLER'S DISCLOSURES:**

33 *Please provide any relevant information for each category in the space provided.

34 If you answer "Yes" to a question with an asterisk (*), please explain your answer
35 and attach documents, if available and not otherwise publicly recorded. If
36 necessary, use an attached sheet.

37 **1. TITLE**

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

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Yes No (~~Don't know~~)

*K. Are there any covenants, conditions, or restrictions recorded against the property?

NOTICE TO THE BUYER:
Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

PLEASE PROVIDE ANY RELEVANT TITLE INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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2. WATER

A. Household Water

(1) The source of water for the property is:

Private or publicly owned water system

Private well serving only the subject property

* Other water system

Yes No (~~Don't know~~)

*If shared, are there any written agreements?

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Yes No (~~Don't know~~)

* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes No (~~Don't know~~)

* (3) Are there any problems or repairs needed?

Yes No (~~Don't know~~)

(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

Yes No (~~Don't know~~)

* (5) Are there any water treatment systems for the property? If yes, are they
 Leased Owned

Yes No (~~Don't know~~)

* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?

Yes No (~~Don't know~~)

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

* (b) If yes, has all or any portion of the water right not been used for five or more successive years?

Yes No (~~Don't know~~)

* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?

B. Irrigation Water

Yes No (~~Don't know~~)

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

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Yes No ((~~---~~ Don't
know))

Yes No ((~~---~~ Don't
know))

Yes No ((~~---~~ Don't
know))

Yes No ((~~---~~ Don't
know))

Yes No ((~~---~~ Don't
know))

* (a) If yes, has all or any portion
of the water right not been used
for five or more successive
years?

* (b) If so, is the certificate
available? (If yes, please attach a
copy.)

* (c) If so, has the water right
permit, certificate, or claim been
assigned, transferred, or
changed?

* (2) Does the property receive
irrigation water from a ditch
company, irrigation district, or
other entity? If so, please identify
the entity that supplies water to
the property:

C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler
system for the property?

* (2) If yes, are there any defects
in the system?

* (3) If yes, is the sprinkler
system connected to irrigation
water?

PLEASE PROVIDE ANY
RELEVANT WATER
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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**3. SEWER/ON-SITE SEWAGE
SYSTEM**

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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:

Yes No ((~~[-]~~—Don't know))

B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.

Yes No ((~~[-]~~—Don't know))

*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?

D. If the property is connected to an on-site sewage system:

Yes No ((~~[-]~~—Don't know))

* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped?
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Yes No ((~~[-]~~—Don't know))

* (3) Are there any defects in the operation of the on-site sewage system?

((~~[-]~~—Don't know))

(4) When was it last inspected?
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By whom:

((~~[-]~~—Don't know))

(5) For how many bedrooms was the on-site sewage system approved?
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Yes No (—Don't know)) E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

Yes No (—Don't know)) *F. Have there been any changes or repairs to the on-site sewage system?

Yes No (—Don't know)) G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain.
.....

Yes No (—Don't know)) *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?
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PLEASE PROVIDE ANY RELEVANT SEWER/ON-SITE SEWAGE SYSTEM INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.
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NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

4. STRUCTURAL

Yes No (—Don't know)) *A. Has the roof leaked within the last five years?

Yes No (—Don't know)) *B. Has the basement flooded or leaked?

Yes No (—Don't know)) *C. Have there been any conversions, additions, or remodeling?

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Yes No ((~~---~~—Don't know)) *(1) If yes, were all building permits obtained?

Yes No ((~~---~~—Don't know)) *(2) If yes, were all final inspections obtained?

Yes No ((~~---~~—Don't know)) D. Do you know the age of the house? If yes, year of original construction:

Yes No ((~~---~~—Don't know)) *E. Has there been any settling, slippage, or sliding of the property or its improvements?

Yes No ((~~---~~—Don't know)) *F. Are there any defects with the following: (If yes, please check applicable items and explain.)

<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarm
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding
<input type="checkbox"/> Other	<input type="checkbox"/> Woodstoves	<input type="checkbox"/> Elevators
<input type="checkbox"/> Incline Elevators	<input type="checkbox"/> Stairway Chair	<input type="checkbox"/> Wheelchair Lifts

Lifts

Yes No ((~~---~~—Don't know)) *G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?

Yes No ((~~---~~—Don't know)) H. During your ownership, has the property had any wood destroying organism or pest infestation?

Yes No ((~~---~~—Don't know)) I. Is the attic insulated?

Yes No ((~~---~~—Don't know)) J. Is the basement insulated?

PLEASE PROVIDE ANY
RELEVANT STRUCTURAL
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain.

Yes No ((~~[-]~~—Don't know)) Electrical system, including wiring, switches, outlets, and service

Yes No ((~~[-]~~—Don't know)) Plumbing system, including pipes, faucets, fixtures, and toilets

Yes No ((~~[-]~~—Don't know)) Hot water tank

Yes No ((~~[-]~~—Don't know)) Garbage disposal

Yes No ((~~[-]~~—Don't know)) Appliances

Yes No ((~~[-]~~—Don't know)) Sump pump

Yes No ((~~[-]~~—Don't know)) Heating and cooling systems

Yes No ((~~[-]~~—Don't know)) Security system
[] Owned [] Leased

Other

*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)

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Yes No ((—~~Don't~~
know)) Security system

Yes No ((—~~Don't~~
know)) Tanks (type):

Yes No ((—~~Don't~~
know)) Satellite dish
Other:

*C. Are any of the following kinds of
wood burning appliances present at
the property?

Yes No ((—~~Don't~~
know)) (1) Woodstove?

Yes No ((—~~Don't~~
know)) (2) Fireplace insert?

Yes No ((—~~Don't~~
know)) (3) Pellet stove?

Yes No ((—~~Don't~~
know)) (4) Fireplace?

Yes No ((—~~Don't~~
know)) If yes, are all of the (1)
woodstoves or (2) fireplace
inserts certified by the U.S.
Environmental Protection
Agency as clean burning
appliances to improve air quality
and public health?

Yes No ((—~~Don't~~
know)) D. Is the property located within a
city, county, or district or within a
department of natural resources fire
protection zone that provides fire
protection services?

Yes No ((—~~Don't~~
know)) E. Is the property equipped with
carbon monoxide alarms?
(Note: Pursuant to RCW 19.27.530,
seller must equip the residence with
carbon monoxide alarms as required
by the state building code.)

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Yes No (~~Don't~~
~~know~~) *C. Are there any pending special
assessments?

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)?

PLEASE PROVIDE ANY
RELEVANT HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS INFORMATION
BELOW. ATTACH ADDITIONAL
SHEETS IF NECESSARY.

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7. ENVIRONMENTAL

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?

Yes No (~~Don't~~
~~know~~) *B. Does any part of the property
contain fill dirt, waste, or other fill
material?

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?

Yes No (~~Don't~~
~~know~~) D. Are there any shorelines, wetlands,
floodplains, or critical areas on the
property?

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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?

Yes No (—Don't know)) *F. Has the property been used for commercial or industrial purposes?

Yes No (—Don't know)) *G. Is there any soil or groundwater contamination?

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?

Yes No (—Don't know)) *I. Has the property been used as a legal or illegal dumping site?

Yes No (—Don't know)) *J. Has the property been used as an illegal drug manufacturing site?

Yes No (—Don't know)) *K. Are there any radio towers in the area that cause interference with cellular telephone reception?

Yes No *L. Is there any damage to the property from animals, including urine, feces, or other waste; chewing on wires or siding of main structure; or digging?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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8. MANUFACTURED AND MOBILE HOMES

If the property includes a manufactured or mobile home,

- Yes No (~~(Don't know))~~ *A. Did you make any alterations to the home? If yes, please describe the alterations:
- Yes No (~~(Don't know))~~ *B. Did any previous owner make any alterations to the home?
- Yes No (~~(Don't know))~~ *C. If alterations were made, were permits or variances for these alterations obtained?

PLEASE PROVIDE ANY RELEVANT MANUFACTURED AND MOBILE HOMES INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

- Yes No (~~(Don't know))~~ *Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO THE BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

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

14 DATE BUYER BUYER.

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. 2.** RCW 64.06.013 and 2012 c 132 s 3 are each amended to
28 read as follows:

29 (1) In a transaction for the sale of commercial real estate, the
30 seller shall, unless the buyer has expressly waived the right to
31 receive the disclosure statement under RCW 64.06.010, or unless the
32 transfer is otherwise exempt under RCW 64.06.010, deliver to the
33 buyer a completed seller disclosure statement in the following format
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37 the question clearly does not apply to the property write "NA." If
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27 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
28 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
29 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
30 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
31 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
32 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
33 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION,
34 DEFECTS, OR WARRANTIES.

35 Seller is/ is not occupying the property.

36 I. SELLER'S DISCLOSURES:

1 *Please provide any relevant information for each category in the space provided.

2 If you answer "Yes" to a question with an asterisk (*), please explain your answer
3 and attach documents, if available and not otherwise publicly recorded. If
4 necessary, use an attached sheet.

5 **1. TITLE AND LEGAL**

- 6 Yes No ~~Don't~~
7 ~~know~~) A. Do you have legal authority to sell
8 Yes No ~~Don't~~
9 ~~know~~) *B. Is title to the property subject to any
10 of the following?
11 (1) First right of refusal
12 (2) Option
13 (3) Lease or rental agreement
14 (4) Life estate?
15 Yes No ~~Don't~~
16 ~~know~~) *C. Are there any encroachments,
17 boundary agreements, or boundary
18 Yes No ~~Don't~~
19 ~~know~~) *D. Is there any leased parking?
20 Yes No ~~Don't~~
21 ~~know~~) *E. Is there a private road or easement
22 agreement for access to the property?
23 Yes No ~~Don't~~
24 ~~know~~) *F. Are there any rights-of-way,
25 easements, shared use agreements, or
26 access limitations?
27 Yes No ~~Don't~~
28 ~~know~~) *G. Are there any written agreements
29 for joint maintenance of an easement or
30 right-of-way?
31 Yes No ~~Don't~~
32 ~~know~~) *H. Are there any zoning violations or
33 nonconforming uses?
34 Yes No ~~Don't~~
~~know~~) *I. Is there a survey for the property?
 Yes No ~~Don't~~
~~know~~) *J. Are there any legal actions pending
or threatened that affect the property?
 Yes No ~~Don't~~
~~know~~) *K. Is the property in compliance with
the Americans with Disabilities Act?

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PLEASE PROVIDE ANY RELEVANT
TITLE INFORMATION BELOW.
ATTACH ADDITIONAL SHEETS IF
NECESSARY.

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2. WATER

Yes No (~~Don't know~~)

*Are there any water rights for the property, such as a water right permit, certificate, or claim?

PLEASE PROVIDE ANY RELEVANT
WATER INFORMATION BELOW.
ATTACH ADDITIONAL SHEETS IF
NECESSARY.

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**3. SEWER/ON-SITE SEWAGE
SYSTEM**

Yes No (~~Don't know~~)

*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?

PLEASE PROVIDE ANY RELEVANT
SEWER/ON-SITE SEWAGE SYSTEM
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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4. STRUCTURAL

Yes No (~~Don't know~~) *A. Has the roof leaked within the last five years?

Yes No (~~Don't know~~) *B. Has any occupied subsurface flooded or leaked within the last five years?

Yes No (~~Don't know~~) *C. Have there been any conversions, additions, or remodeling?

Yes No (~~Don't know~~) *(1) If yes, were all building permits obtained?

Yes No (~~Don't know~~) *(2) If yes, were all final inspections obtained?

Yes No (~~Don't know~~) *D. Has there been any settling, slippage, or sliding of the property or its improvements?

Yes No (~~Don't know~~) *E. Are there any defects with the following: (If yes, please check applicable items and explain.)

- | | |
|---|---|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Slab Floors |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Outbuildings |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Siding |
| <input type="checkbox"/> Other | |
| <input type="checkbox"/> Interior Walls | |
| <input type="checkbox"/> Windows | |

PLEASE PROVIDE ANY RELEVANT
STRUCTURAL INFORMATION
BELOW. ATTACH ADDITIONAL
SHEETS IF NECESSARY.

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5. SYSTEMS AND FIXTURES

- Yes No (Don't know) *Are there any defects in the following systems? If yes, please explain.
- Yes No (Don't know) (1) Electrical system
- Yes No (Don't know) (2) Plumbing system
- Yes No (Don't know) (3) Heating and cooling systems
- Yes No (Don't know) (4) Fire and security system
- Yes No (Don't know) (5) Carbon monoxide alarms

PLEASE PROVIDE ANY RELEVANT
SYSTEMS AND FIXTURES
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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6. ENVIRONMENTAL

- 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?

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Yes No ((Don't know))

 Yes No ((Don't know))

 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?

*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?

*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?

Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

*E. Is there any soil or groundwater contamination?

*F. Has the property been used as a legal or illegal dumping site?

*G. Has the property been used as an illegal drug manufacturing site?

Yes No

*H. Is there any damage to the property from animals, including urine, feces, or other waste; chewing on wires or siding of main structure; or digging?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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7. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

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Yes No (~~(Don't know)~~)

*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

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

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

18 DATE BUYER BUYER.

19 (2) The seller disclosure statement shall be for disclosure only,
20 and shall not be considered part of any written agreement between the
21 buyer and seller of residential property. The seller disclosure
22 statement shall be only a disclosure made by the seller, and not any
23 real estate licensee involved in the transaction, and shall not be
24 construed as a warranty of any kind by the seller or any real estate
25 licensee involved in the transaction.

26 **Sec. 3.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to
27 read as follows:

28 (1) In a transaction for the sale of unimproved residential real
29 property, the seller shall, unless the buyer has expressly waived the
30 right to receive the disclosure statement under RCW 64.06.010, or
31 unless the transfer is otherwise exempt under RCW 64.06.010, deliver
32 to the buyer a completed seller disclosure statement in the following
33 format and that contains, at a minimum, the following information:

34 INSTRUCTIONS TO THE SELLER
35 Please complete the following form. Do not leave any spaces blank. If
36 the question clearly does not apply to the property write "NA." If
37 the answer is "yes" to any * items, please explain on attached

1 sheets. Please refer to the line number(s) of the question(s) when
2 you provide your explanation(s). For your protection you must date
3 and sign each page of this disclosure statement and each attachment.
4 Delivery of the disclosure statement must occur not later than five
5 business days, unless otherwise agreed, after mutual acceptance of a
6 written contract to purchase between a buyer and a seller.

7 NOTICE TO THE BUYER

8 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
9 THE PROPERTY LOCATED AT.
10 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

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

25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
26 THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
27 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
28 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
29 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
30 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
31 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
32 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
33 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
34 OR WARRANTIES.

35 Seller is/ is not occupying the property.

36 I. SELLER'S DISCLOSURES:

1 *Please provide any relevant information for each category in the space provided.

2 If you answer "Yes" to a question with an asterisk (*), please explain your answer
3 and attach documents, if available and not otherwise publicly recorded. If
4 necessary, use an attached sheet.

5 **I. TITLE**

6 Yes No ~~Don't~~
7 ~~know~~) A. Do you have legal authority to sell
the property? If no, please explain.

8 Yes No ~~Don't~~
9 ~~know~~) *B. Is title to the property subject to
any of the following?

10 (1) First right of refusal

11 (2) Option

12 (3) Lease or rental agreement

13 (4) Life estate?

14 Yes No ~~Don't~~
15 ~~know~~) *C. Are there any encroachments,
16 boundary agreements, or boundary
disputes?

17 Yes No ~~Don't~~
18 ~~know~~) *D. Is there a private road or easement
agreement for access to the property?

19 Yes No ~~Don't~~
20 ~~know~~) *E. Are there any rights-of-way,
21 easements, or access limitations that
affect the Buyer's use of the property?

22 Yes No ~~Don't~~
23 ~~know~~) *F. Are there any written agreements
24 for joint maintenance of an easement or
right-of-way?

25 Yes No ~~Don't~~
26 ~~know~~) *G. Is there any study, survey project,
27 or notice that would adversely affect
the property?

28 Yes No ~~Don't~~
29 ~~know~~) *H. Are there any pending or existing
assessments against the property?

30 Yes No ~~Don't~~
31 ~~know~~) *I. Are there any zoning violations,
32 nonconforming uses, or any unusual
33 restrictions on the property that affect
future construction or remodeling?

34 Yes No ~~Don't~~
35 ~~know~~) *J. Is there a boundary survey for the
property?

36 Yes No ~~Don't~~
37 ~~know~~) *K. Are there any covenants,
38 conditions, or restrictions recorded
against title to the property?

PLEASE PROVIDE ANY
RELEVANT TITLE INFORMATION
BELOW. ATTACH ADDITIONAL
SHEETS IF NECESSARY.

2. WATER

A. Household Water

- Yes No (~~Don't know~~) (1) Does the property have potable water supply?
- (2) If yes, the source of water for the property is:
- Private or publicly owned water system
- Private well serving only the property
- * Other water system
- Yes No (~~Don't know~~) *If shared, are there any written agreements?
- Yes No (~~Don't know~~) *(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
- Yes No (~~Don't know~~) *(4) Are there any problems or repairs needed?
- Yes No (~~Don't know~~) (5) Is there a connection or hook-up charge payable before the property can be connected to the water main?
- Yes No (~~Don't know~~) (6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)
- Yes No (~~Don't know~~) (7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)

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Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

*(b) If yes, has all or any portion of the water right not been used for five or more successive years?

.....

(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?

*(8) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?

B. Irrigation Water

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)

(a) If yes, has all or any portion of the water right not been used for five or more successive years?

(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies irrigation water to the property:

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C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property?

*(2) If yes, are there any defects in the system?

*(3) If yes, is the sprinkler system connected to irrigation water?

PLEASE PROVIDE ANY
RELEVANT WATER INFORMATION
BELOW. ATTACH ADDITIONAL
SHEETS IF NECESSARY.

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3. SEWER/SEPTIC 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:

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B. 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?

Yes No ((Don't know))

C. If the property is connected to an on-site sewage system:

*(1) Was a permit issued for its construction?

Yes No ((Don't know))

*(2) Was it approved by the local health department or district following its construction?

Yes No ((Don't know))

(3) Is the septic system a pressurized system?

Yes No ((Don't know))

(4) Is the septic system a gravity system?

Yes No ((Don't know))

*(5) Have there been any changes or repairs to the on-site sewage system?

Yes No ((Don't know))

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Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

 Yes No ((Don't know))

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain:

.....

*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?

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PLEASE PROVIDE ANY RELEVANT SEWER/SEPTIC SYSTEM INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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4. ELECTRICAL/GAS

A. Is the property served by natural gas?

B. Is there a connection charge for gas?

C. Is the property served by electricity?

D. Is there a connection charge for electricity?

*E. Are there any electrical problems on the property?

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PLEASE PROVIDE ANY
RELEVANT ELECTRIC/GAS
SYSTEM INFORMATION BELOW.
ATTACH ADDITIONAL SHEETS IF
NECESSARY.

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5. FLOODING

Yes No (~~Don't~~
~~know~~)

A. Is the property located in a
government designated flood zone or
floodplain?

PLEASE PROVIDE ANY
RELEVANT FLOODING
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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6. SOIL STABILITY

Yes No (~~Don't~~
~~know~~)

*A. Are there any settlement, earth
movement, slides, or similar soil
problems on the property?

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PLEASE PROVIDE ANY
RELEVANT SOIL STABILITY
INFORMATION BELOW. ATTACH
ADDITIONAL SHEETS IF
NECESSARY.

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7. ENVIRONMENTAL

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|------------------------------|-----------------------------|---|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Don't know | *B. Does any part of the property contain fill dirt, waste, or other fill material? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Don't know | *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Don't know | D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Don't know | *F. Has the property been used for commercial or industrial purposes? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Don't know | *G. Is there any soil or groundwater contamination? |

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Yes No (~~Don't know~~)

 Yes No (~~Don't know~~)

 Yes No (~~Don't know~~)

 Yes No (~~Don't know~~)

 Yes No

*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?

*I. Has the property been used as a legal or illegal dumping site?

*J. Has the property been used as an illegal drug manufacturing site?

*K. Are there any radio towers that cause interference with cellular telephone reception?

*L. Is there any damage to the property from animals, including digging or urine, feces, or other waste?

PLEASE PROVIDE ANY RELEVANT ENVIRONMENTAL INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.
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8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

Yes No (~~Don't know~~)

A. Is there a homeowners' association?
Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
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Yes No ((~~+~~)Don't know))

B. Are there regular periodic assessments:
\$. . . per Month Year
 Other

Yes No ((~~+~~)Don't know))

*C. Are there any pending special assessments?

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)?

PLEASE PROVIDE ANY RELEVANT HOMEOWNERS' ASSOCIATION/COMMON INTERESTS INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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9. OTHER FACTS

Yes No ((~~+~~)Don't know))

*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?
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Yes No ((~~+~~)Don't know))

*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

Yes No ((~~+~~)Don't know))

*C. Is the property classified or designated as forestland or open space?
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Yes No (~~Don't know~~)

 Yes No (~~Don't know~~)

D. Do you have a forest management plan? If yes, attach.

*E. Have any development-related permit applications been submitted to any government agencies?

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If the answer to E is "yes," what is the status or outcome of those applications?

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Yes No (~~Don't know~~)

F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

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PLEASE PROVIDE ANY OTHER RELEVANT INFORMATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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10. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

Yes No (~~Don't know~~)

*Are there any other existing material defects affecting the property that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

DATE SELLER SELLER

NOTICE TO BUYER

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER ((~~BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT~~)). UNLESS BUYER AND

1 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
2 DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
3 STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED
4 WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY
5 WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO
6 A SALE AGREEMENT.

7 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
8 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
9 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
10 PARTY.

11 DATE BUYER BUYER.

12 (2) The seller disclosure statement shall be for disclosure only,
13 and shall not be considered part of any written agreement between the
14 buyer and seller of residential property. The seller disclosure
15 statement shall be only a disclosure made by the seller, and not any
16 real estate licensee involved in the transaction, and shall not be
17 construed as a warranty of any kind by the seller or any real estate
18 licensee involved in the transaction.

19 **Sec. 4.** RCW 64.06.050 and 2010 c 64 s 6 are each amended to read
20 as follows:

21 (1) The seller (~~shall not be~~) is liable for any error,
22 inaccuracy, or omission in the real property transfer disclosure
23 statement (~~if the seller had no actual knowledge of the error,~~
24 ~~inaccuracy, or omission~~). Unless the seller has actual knowledge of
25 an error, inaccuracy, or omission in a real property transfer
26 disclosure statement, the seller shall not be liable for such error,
27 inaccuracy, or omission if the disclosure was based on information
28 provided by public agencies, or by other persons providing
29 information within the scope of their professional license or
30 expertise, including, but not limited to, a report or opinion
31 delivered by a land surveyor, title company, title insurance company,
32 structural inspector, pest inspector, licensed engineer, or
33 contractor.

34 (2) Any real estate licensee involved in a real property
35 transaction is not liable for any error, inaccuracy, or omission in
36 the real property transfer disclosure statement if the licensee had
37 no actual knowledge of the error, inaccuracy, or omission. Unless the
38 licensee has actual knowledge of an error, inaccuracy, or omission in

1 a real property transfer disclosure statement, the licensee shall not
2 be liable for such error, inaccuracy, or omission if the disclosure
3 was based on information provided by public agencies, or by other
4 persons providing information within the scope of their professional
5 license or expertise, including, but not limited to, a report or
6 opinion delivered by a land surveyor, title company, title insurance
7 company, structural inspector, pest inspector, licensed engineer, or
8 contractor.

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