

SSB 5129 - S AMD 13

By Senator Pedersen

ADOPTED 02/12/2025

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

3 **"Sec. 1.** RCW 64.32.250 and 1963 c 156 s 25 are each amended to
4 read as follows:

5 (1) All apartment owners, tenants of such owners, employees of
6 such owners and tenants, and any other person that may in any manner
7 use the property or any part thereof submitted to the provisions of
8 this chapter, shall be subject to this chapter and to the declaration
9 and bylaws of the association of apartment owners adopted pursuant to
10 the provisions of this chapter.

11 (2) All agreements, decisions and determinations made by the
12 association of apartment owners under the provisions of this chapter,
13 the declaration, or the bylaws and in accordance with the voting
14 percentages established in this chapter, the declaration, or the
15 bylaws, shall be deemed to be binding on all apartment owners.

16 (3) In case of any conflict between Title 23B RCW or chapter
17 23.86, 24.03A, 24.06, or 25.15 RCW and this chapter, this chapter
18 controls.

19 **Sec. 2.** RCW 64.32.260 and 2024 c 321 s 433 are each amended to
20 read as follows:

21 (1) This chapter does not apply to common interest communities as
22 defined in RCW 64.90.010:

23 (a) Created on or after July 1, 2018; or

24 (b) That have amended their governing documents to provide that
25 chapter 64.90 RCW will apply to the common interest community
26 pursuant to RCW 64.90.370.

27 (2) Pursuant to RCW 64.90.365, the following provisions of
28 chapter 64.90 RCW apply, and any inconsistent provisions of this
29 chapter do not apply, to a common interest community created before
30 July 1, 2018:

31 (a) RCW 64.90.370;

- 1 (b) RCW 64.90.405(1) (b) and (c);
- 2 (c) RCW 64.90.445;
- 3 (d) RCW 64.90.480(10);
- 4 (e) RCW 64.90.502;
- 5 (f) RCW 64.90.513;
- 6 (g) RCW 64.90.525; ((and
- 7 ~~(d-))~~ (h) RCW 64.90.545; and
- 8 (i) RCW 64.90.580.

9 **Sec. 3.** RCW 64.34.076 and 2024 c 321 s 434 are each amended to
10 read as follows:

11 (1) This chapter does not apply to common interest communities as
12 defined in RCW 64.90.010:

13 (a) Created on or after July 1, 2018; or

14 (b) That have amended their governing documents to provide that
15 chapter 64.90 RCW will apply to the common interest community
16 pursuant to RCW 64.90.370.

17 (2) Pursuant to RCW 64.90.365, the following provisions of
18 chapter 64.90 RCW apply, and any inconsistent provisions of this
19 chapter do not apply, to a common interest community created before
20 July 1, 2018:

21 (a) RCW 64.90.370;

22 (b) RCW 64.90.405(1) (b) and (c);

23 (c) RCW 64.90.445;

24 (d) RCW 64.90.480(10);

25 (e) RCW 64.90.502;

26 (f) RCW 64.90.513;

27 (g) RCW 64.90.525; ((and

28 ~~(d-))~~ (h) RCW 64.90.545; and

29 (i) RCW 64.90.580.

30 **Sec. 4.** RCW 64.38.095 and 2024 c 321 s 435 are each amended to
31 read as follows:

32 (1) This chapter does not apply to common interest communities as
33 defined in RCW 64.90.010:

34 (a) Created on or after July 1, 2018; or

35 (b) That have amended their governing documents to provide that
36 chapter 64.90 RCW will apply to the common interest community
37 pursuant to RCW 64.90.370.

1 (2) Pursuant to RCW 64.90.365, the following provisions of
2 chapter 64.90 RCW apply, and any inconsistent provisions of this
3 chapter do not apply, to a common interest community created before
4 July 1, 2018:

5 (a) RCW 64.90.370;

6 (b) RCW 64.90.405(1) (b) and (c);

7 (c) RCW 64.90.445;

8 (d) RCW 64.90.480(10);

9 (e) RCW 64.90.502;

10 (f) RCW 64.90.513;

11 (g) RCW 64.90.525; ((and

12 ~~(d))~~ (h) RCW 64.90.545; and

13 (i) RCW 64.90.580.

14 NEW SECTION. Sec. 5. A new section is added to chapter 64.38
15 RCW to read as follows:

16 In case of any conflict between Title 23B RCW or chapter 23.86,
17 24.03A, 24.06, or 25.15 RCW and this chapter, this chapter controls.

18 **Sec. 6.** RCW 64.90.010 and 2024 c 321 s 301 are each amended to
19 read as follows:

20 The definitions in this section apply throughout this chapter
21 unless the context clearly requires otherwise.

22 (1) "Affiliate of a declarant" means any person who controls, is
23 controlled by, or is under common control with a declarant. For
24 purposes of this subsection:

25 (a) A person controls a declarant if the person:

26 (i) Is a general partner, managing member, officer, director, or
27 employer of the declarant;

28 (ii) Directly or indirectly or acting in concert with one or more
29 other persons, or through one or more subsidiaries, owns, controls,
30 holds with power to vote, or holds proxies representing more than 20
31 percent of the voting interest in the declarant;

32 (iii) Controls in any manner the election or appointment of a
33 majority of the directors, managing members, or general partners of
34 the declarant; or

35 (iv) Has contributed more than 20 percent of the capital of the
36 declarant.

37 (b) A person is controlled by a declarant if the declarant:

1 (i) Is a general partner, managing member, officer, director, or
2 employer of the person;

3 (ii) Directly or indirectly or acting in concert with one or more
4 other persons, or through one or more subsidiaries, owns, controls,
5 holds with power to vote, or holds proxies representing more than 20
6 percent of the voting interest in the person;

7 (iii) Controls in any manner the election or appointment of a
8 majority of the directors, managing members, or general partners of
9 the person; or

10 (iv) Has contributed more than 20 percent of the capital of the
11 person.

12 (c) Control does not exist if the powers described in this
13 subsection (1) are held solely as security for an obligation and are
14 not exercised.

15 (2) "Allocated interests" means the following interests allocated
16 to each unit:

17 (a) In a condominium, the undivided interest in the common
18 elements, the common expense liability, and votes in the association;

19 (b) In a cooperative, the common expense liability, the ownership
20 interest, and votes in the association; and

21 (c) In a plat community and miscellaneous community, the common
22 expense liability and the votes in the association, and also the
23 undivided interest in the common elements if owned in common by the
24 unit owners rather than an association.

25 (3) "Assessment" means all sums chargeable by the association
26 against a unit, including any assessments levied pursuant to RCW
27 64.90.480, fines or fees levied or imposed by the association
28 pursuant to this chapter or the governing documents, interest and
29 late charges on any delinquent account, and all costs of collection
30 incurred by the association in connection with the collection of a
31 delinquent owner's account, including reasonable attorneys' fees.

32 (4) "Association" or "unit owners association" means the unit
33 owners association organized under RCW 64.90.400 and, to the extent
34 necessary to construe sections of this chapter made applicable to
35 common interest communities pursuant to RCW 64.90.365, 64.90.090, or
36 64.90.370, the association organized or created to administer such
37 common interest communities.

38 (5) "Ballot" means a record designed to cast or register a vote
39 or consent in a form provided or accepted by the association.

1 (6) "Board" means the body, regardless of name, designated in the
2 declaration, map, or organizational documents, with primary authority
3 to manage the affairs of the association.

4 (7) "Common elements" means:

5 (a) In a condominium or cooperative, all portions of the common
6 interest community other than the units;

7 (b) In a plat community or miscellaneous community, any real
8 estate other than a unit within a plat community or miscellaneous
9 community that is owned or leased either by the association or in
10 common by the unit owners rather than an association; and

11 (c) In all common interest communities, any other interests in
12 real estate for the benefit of any unit owners that are subject to
13 the declaration.

14 (8) "Common expense" means (~~(any expense of the association,~~
15 ~~including allocations to reserves, allocated to all of the unit~~
16 ~~owners in accordance with common expense liability)) expenditures
17 made by, or financial liabilities of, the association, together with
18 any allocations to reserves.~~

19 (9) "Common expense liability" means the liability for common
20 expenses allocated to each unit pursuant to RCW 64.90.235.

21 (10) "Common interest community" means real estate described in a
22 declaration with respect to which a person, by virtue of the person's
23 ownership of a unit, is obligated to pay for a share of real estate
24 taxes, insurance premiums, maintenance, or improvement of, or
25 services or other expenses related to, common elements, other units,
26 or other real estate described in the declaration. "Common interest
27 community" does not include an arrangement described in RCW 64.90.110
28 or 64.90.115. A common interest community may be a part of another
29 common interest community.

30 (11) "Condominium" means a common interest community in which
31 portions of the real estate are designated for separate ownership and
32 the remainder of the real estate is designated for common ownership
33 solely by the owners of those portions. A common interest community
34 is not a condominium unless the undivided interests in the common
35 elements are vested in the unit owners.

36 (12) "Condominium notice" means the notice given to tenants
37 pursuant to subsection (13)(c) of this section.

38 (13)(a) "Conversion building" means a building:

39 (i) That at any time before creation of the common interest
40 community was lawfully occupied wholly or partially by a tenant or

1 subtenant for residential purposes pursuant to a rental agreement,
2 oral or written, express or implied, who did not receive a
3 (~~condominium~~) notice pursuant to (c) of this subsection prior to
4 entering into the rental agreement or lawfully taking occupancy,
5 whichever event occurred first; or

6 (ii) That at any time within the 12 months preceding the first
7 acceptance of an agreement with the declarant to convey, or the first
8 conveyance of, any unit in the building, whichever event occurred
9 first, to any person who was not a declarant or dealer, or affiliate
10 of a declarant or dealer, was lawfully occupied wholly or partially
11 by a tenant or subtenant for residential purposes pursuant to a
12 rental agreement, oral or written, express or implied, who did not
13 receive a condominium notice prior to entering into the rental
14 agreement or lawfully taking occupancy, whichever event occurred
15 first.

16 (b) A building in a common interest community is a conversion
17 building only if:

18 (i) The building contains more than two attached dwelling units
19 as defined in RCW 64.55.010(1); and

20 (ii) Acceptance of an agreement to convey, or conveyance of, any
21 unit in the building to any person who was not a declarant or dealer,
22 or affiliate of a declarant or dealer, did not occur prior to July 1,
23 2018.

24 (c) The notice referred to in (a)(i) and (ii) of this subsection
25 must be in writing and must state: "The unit you will be occupying
26 is, or may become, part of a common interest community and subject to
27 sale."

28 (14) "Convey" or "conveyance" means, with respect to a unit, any
29 transfer of ownership of the unit, including a transfer by deed or by
30 real estate contract and, with respect to a unit in a leasehold
31 common interest community or a proprietary lease in a cooperative, a
32 transfer by lease or assignment of the unit, but does not include the
33 creation, transfer, or release of a security interest.

34 (15) "Cooperative" means a common interest community in which the
35 real estate is owned by an association, each member of which is
36 entitled by virtue of the member's ownership interest in the
37 association and by a proprietary lease to exclusive possession of a
38 unit.

39 (16) "Dealer" means a person who, together with such person's
40 affiliates, owns or has a right to acquire either six or more units

1 in a common interest community or 50 percent or more of the units in
2 a common interest community containing more than two units.

3 (17) "Declarant" means:

4 (a) Any person who executes as declarant a declaration;

5 (b) Any person who reserves or succeeds to any special declarant
6 right in a declaration;

7 (c) Any person who exercises special declarant rights or to whom
8 special declarant rights are transferred of record. The holding or
9 exercise of rights to maintain sales offices, signs advertising the
10 common interest community, and models, and related right of access,
11 does not confer the status of being a declarant; or

12 (d) Any person who is the owner of a fee interest in the real
13 estate that is subjected to the declaration at the time of the
14 recording of an instrument pursuant to RCW 64.90.425 and who directly
15 or through one or more affiliates is materially involved in the
16 construction, marketing, or sale of units in the common interest
17 community created by the recording of the instrument.

18 (18) "Declarant control" means the right of the declarant or
19 persons designated by the declarant to appoint or remove any officer
20 or board member of the association or to veto or approve a proposed
21 action of any board or association, pursuant to RCW 64.90.415(1)(a).

22 (19) "Declaration" means the instrument, however denominated,
23 that creates a common interest community, including any amendments to
24 the instrument.

25 (20) "Development rights" means any right or combination of
26 rights reserved by a declarant in the declaration to:

27 (a) Add real estate or improvements to a common interest
28 community;

29 (b) Create units, common elements, or limited common elements
30 within a common interest community;

31 (c) Subdivide or combine units or convert units into common
32 elements;

33 (d) Withdraw real estate from a common interest community; or

34 (e) Reallocate limited common elements with respect to units that
35 have not been conveyed by the declarant.

36 (21) "Effective age" means the difference between the useful life
37 and remaining useful life.

38 (22) "Electronic" means relating to technology having electrical,
39 digital, magnetic, wireless, optical, electromagnetic, or similar
40 capabilities.

1 (23) "Electronic transmission" or "electronically transmitted"
2 means any electronic communication (a) not directly involving the
3 physical transfer of a record in a tangible medium and (b) that may
4 be retained, retrieved, and reviewed by the sender and the recipient
5 of the communication, and that may be directly reproduced in a
6 tangible medium by a sender and recipient.

7 (24) "Eligible mortgagee" means the holder of a security interest
8 on a unit that has filed with the secretary of the association a
9 written request that it be given copies of notices of any action by
10 the association that requires the consent of mortgagees.

11 (25) "Foreclosure" means a statutory forfeiture or a judicial or
12 nonjudicial foreclosure of a security interest or a deed or other
13 conveyance in lieu of a security interest.

14 (26) "Full funding plan" means a reserve funding goal of
15 achieving 100 percent fully funded reserves by the end of the 30-year
16 study period described under RCW 64.90.550, in which the reserve
17 account balance equals the sum of the estimated costs required to
18 maintain, repair, or replace the deteriorated portions of all reserve
19 components.

20 (27) "Fully funded balance" means the current value of the
21 deteriorated portion, not the total replacement value, of all the
22 reserve components. The fully funded balance for each reserve
23 component is calculated by multiplying the current replacement cost
24 of that reserve component by its effective age, then dividing the
25 result by that reserve component's useful life. The sum total of all
26 reserve components' fully funded balances is the association's fully
27 funded balance.

28 (28) "Governing documents" means the organizational documents,
29 map, declaration, rules, or other written instrument by which the
30 association has the authority to exercise any of the powers provided
31 for in this chapter or to manage, maintain, or otherwise affect the
32 property under its jurisdiction.

33 (29) "Identifying number" means a symbol or address that
34 identifies only one unit or limited common element in a common
35 interest community.

36 (30) "Leasehold common interest community" means a common
37 interest community in which all or a portion of the real estate is
38 subject to a lease the expiration or termination of which will
39 terminate the common interest community or reduce its size.

1 (31) "Limited common element" means a portion of the common
2 elements allocated by the declaration or by operation of RCW
3 64.90.210 (1)(b) or (3) for the exclusive use of one or more, but
4 fewer than all, of the unit owners.

5 (32) "Map" means: (a) With respect to a plat community, the plat
6 as defined in RCW 58.17.020 and complying with the requirements of
7 Title 58 RCW, and (b) with respect to a condominium, cooperative, or
8 miscellaneous community, a map prepared in accordance with the
9 requirements of RCW 64.90.245.

10 (33) "Master association" means:

11 (a) A unit owners association that serves more than one common
12 interest community; or

13 (b) An organization that holds a power delegated under RCW
14 64.90.300(1) (a).

15 (34) "Miscellaneous community" means a common interest community
16 in which units are lawfully created in a manner not inconsistent with
17 chapter 58.17 RCW and that is not a condominium, cooperative, or plat
18 community.

19 (35) "Nominal reserve costs" means that the current estimated
20 total replacement costs of the reserve components are less than 50
21 percent of the annual budgeted expenses of the association, excluding
22 contributions to the reserve fund, for a condominium or cooperative
23 containing horizontal unit boundaries, and less than 75 percent of
24 the annual budgeted expenses of the association, excluding
25 contributions to the reserve fund, for all other common interest
26 communities.

27 (36) "Organizational documents" means the instruments filed with
28 the secretary of state to create an entity and the instruments
29 governing the internal affairs of the entity including, but not
30 limited to, any articles of incorporation, certificate of formation,
31 bylaws, and limited liability company or partnership agreement.

32 (37) "Person" means an individual, corporation, business trust,
33 estate, the trustee or beneficiary of a trust that is not a business
34 trust, partnership, limited liability company, association, joint
35 venture, public corporation, government, or governmental subdivision,
36 agency, or instrumentality, or any other legal entity.

37 (38) "Plat community" means a common interest community in which
38 units have been created by subdivision or short subdivision as both
39 are defined in RCW 58.17.020 and in which the boundaries of units are
40 established pursuant to chapter 58.17 RCW.

1 (39) "Proprietary lease" means a written and recordable lease
2 that is executed and acknowledged by the association as lessor and
3 that otherwise complies with requirements applicable to a residential
4 lease of more than one year and pursuant to which a member is
5 entitled to exclusive possession of a unit in a cooperative. A
6 proprietary lease governed under this chapter is not subject to
7 chapter 59.18 RCW except as provided in the declaration.

8 (40) "Purchaser" means a person, other than a declarant or a
9 dealer, which by means of a voluntary transfer acquires a legal or
10 equitable interest in a unit other than as security for an
11 obligation.

12 (41) "Qualified financial institution" means a bank, savings
13 association, or credit union whose deposits are insured by the
14 federal government.

15 (42) "Real estate" means any leasehold or other estate or
16 interest in, over, or under land, including structures, fixtures, and
17 other improvements and interests that by custom, usage, or law pass
18 with a conveyance of land though not described in the contract of
19 sale or instrument of conveyance. "Real estate" includes parcels with
20 or without upper or lower boundaries and spaces that may be filled
21 with air or water.

22 (43) "Real estate contract" has the same meaning as defined in
23 RCW 61.30.010.

24 (44) "Record," when used as a noun, means information inscribed
25 on a tangible medium or contained in an electronic transmission.

26 (45) "Remaining useful life" means the estimated time, in years,
27 before a reserve component will require major maintenance, repair, or
28 replacement to perform its intended function.

29 (46) "Replacement cost" means the estimated total cost to
30 maintain, repair, or replace a reserve component to its original
31 functional condition.

32 (47) "Reserve component" means a physical component of the common
33 interest community which the association is obligated to maintain,
34 repair, or replace, which has an estimated useful life of less than
35 30 years, and for which the cost of such maintenance, repair, or
36 replacement is infrequent, significant, and impractical to include in
37 an annual budget.

38 (48) "Reserve study professional" means an independent person who
39 is suitably qualified by knowledge, skill, experience, training, or
40 education to prepare a reserve study in accordance with RCW 64.90.545

1 and 64.90.550. For the purposes of this subsection, "independent"
2 means a person who is not an employee, officer, or director, and has
3 no pecuniary interest in the declarant, association, or any other
4 party for whom the reserve study is prepared.

5 (49) "Residential purposes" means use for dwelling or
6 recreational purposes, or both.

7 (50) "Rule" means a policy, guideline, restriction, procedure, or
8 regulation of an association, however denominated, that is not set
9 forth in the declaration or organizational documents.

10 (51) "Security interest" means an interest in real estate or
11 personal property, created by contract or conveyance that secures
12 payment or performance of an obligation. "Security interest" includes
13 a lien created by a mortgage, deed of trust, real estate contract,
14 lease intended as security, assignment of lease or rents intended as
15 security, pledge of an ownership interest in an association, and any
16 other consensual lien or title retention contract intended as
17 security for an obligation.

18 (52) "Special declarant rights" means rights reserved for the
19 benefit of a declarant to:

20 (a) Complete any improvements the declarant is not obligated to
21 make that are indicated on the map or described in the declaration or
22 the public offering statement;

23 (b) Exercise any development right, pursuant to RCW 64.90.250;

24 (c) Maintain sales offices, management offices, signs advertising
25 the common interest community, and models, pursuant to RCW 64.90.275;

26 (d) Use easements through the common elements for the purpose of
27 making improvements within the common interest community or within
28 real estate that may be added to the common interest community,
29 pursuant to RCW 64.90.280;

30 (e) Make the common interest community subject to a master
31 association, pursuant to RCW 64.90.300;

32 (f) Merge or consolidate a common interest community with another
33 common interest community, pursuant to RCW 64.90.310;

34 (g) Appoint or remove any officer or board member of the
35 association or any master association or to veto or approve a
36 proposed action of any board or association, pursuant to RCW
37 64.90.415(1);

38 (h) Control any construction, design review, or aesthetic
39 standards committee or process, pursuant to RCW 64.90.505(3);

1 (i) Attend meetings of the unit owners and, except during an
2 executive session, the board, pursuant to RCW 64.90.445;

3 (j) Have access to the records of the association to the same
4 extent as a unit owner, pursuant to RCW 64.90.495.

5 (53) "Specially allocated expense" means any common expense of
6 the association, including allocations to reserves, allocated on a
7 basis other than the common expense liability pursuant to RCW
8 64.90.480.

9 (54) "Survey" has the same meaning as defined in RCW 58.09.020.

10 (55) "Tangible medium" means a writing, copy of a writing,
11 facsimile, or a physical reproduction, each on paper or on other
12 tangible material.

13 (56) "Timeshare" has the same meaning as defined in RCW
14 64.36.010.

15 (57) "Transition meeting" means the meeting held pursuant to RCW
16 64.90.415(4).

17 (58)(a) "Unit" means a physical portion of the common interest
18 community designated for separate ownership or occupancy, the
19 boundaries of which are described pursuant to RCW 64.90.225(1)(d).

20 (b) If a unit in a cooperative is owned by a unit owner or is
21 sold, conveyed, voluntarily or involuntarily encumbered, or otherwise
22 transferred by a unit owner, the interest in that unit that is owned,
23 sold, conveyed, encumbered, or otherwise transferred is the right to
24 possession of that unit under a proprietary lease, coupled with the
25 allocated interests of that unit, and the association's interest in
26 that unit is not affected.

27 (c) Except as provided in the declaration, a mobile home or
28 manufactured home for which title has been eliminated pursuant to
29 chapter 65.20 RCW is part of the unit described in the title
30 elimination documents.

31 (59)(a) "Unit owner" means (i) a declarant or other person that
32 owns a unit or (ii) a lessee of a unit in a leasehold common interest
33 community whose lease expires simultaneously with any lease the
34 expiration or termination of which will remove the unit from the
35 common interest community, but does not include a person having an
36 interest in a unit solely as security for an obligation.

37 (b) "Unit owner" also means the vendee, not the vendor, of a unit
38 under a recorded real estate contract.

39 (c) In a condominium, plat community, or miscellaneous community,
40 the declarant is the unit owner of any unit created by the

1 declaration. In a cooperative, the declarant is treated as the unit
2 owner of any unit to which allocated interests have been allocated
3 until that unit has been conveyed to another person.

4 (60) "Useful life" means the estimated time during which a
5 reserve component is expected to perform its intended function
6 without major maintenance, repair, or replacement.

7 (61) "Writing" does not include an electronic transmission.

8 (62) "Written" means embodied in a tangible medium.

9 **Sec. 7.** RCW 64.90.015 and 2018 c 277 s 103 are each amended to
10 read as follows:

11 (1) Except as expressly provided in this chapter, the effect of
12 the provisions of this chapter may not be varied by agreement, and
13 rights conferred by this chapter may not be waived. Except as
14 provided otherwise in RCW 64.90.110, a declarant may not act under a
15 power of attorney, or use any other device, to evade the limitations
16 or prohibitions of this chapter or the declaration.

17 (2) Except as provided in subsection (3) of this section, the
18 governing documents may not vary a provision of this chapter that
19 gives a right to or imposes an obligation or liability on a unit
20 owner, declarant, association, or board.

21 (3) The governing documents may vary the following provisions as
22 provided in the provision:

23 (a) RCW 64.90.020(1), concerning classification of a cooperative
24 unit as real estate or personal property;

25 (b) RCW 64.90.030 (2) and (3), concerning reallocation of
26 allocated interests and allocation of proceeds after a taking by
27 eminent domain;

28 (c) RCW 64.90.360(4), 64.90.370, and 64.90.100, concerning
29 elections regarding applicability of this chapter;

30 (d) RCW 64.90.100 (1), (2), and (3), concerning communities
31 restricted to nonresidential uses;

32 (e) RCW 64.90.200(3) (a) and (b), concerning the timing of the
33 conveyance of common elements to the association, and the vesting of
34 real estate owned by the association on termination;

35 (f) RCW 64.90.210, concerning boundaries between units and common
36 elements;

37 (g) RCW 64.90.240 (2) and (3), concerning reallocation of limited
38 common elements;

39 (h) RCW 64.90.245(11), concerning horizontal boundaries of units;

1 (i) RCW 64.90.255, concerning alterations of units and common
2 elements made by unit owners;
3 (j) RCW 64.90.260 (1) and (2), concerning relocation of
4 boundaries between units;
5 (k) RCW 64.90.265 (1) and (2), concerning subdivision and
6 combination of units;
7 (l) RCW 64.90.275, concerning sales offices, management offices,
8 models, and signs maintained by a declarant;
9 (m) RCW 64.90.280 (1) and (3), concerning easements through, and
10 rights to use, common elements;
11 (n) RCW 64.90.285 (1) and (8), concerning the percentage of votes
12 and consents required to amend the declaration;
13 (o) RCW 64.90.290 (1) and (8), concerning the percentage of votes
14 required to terminate a common interest community and priority of
15 creditors of a cooperative;
16 (p) RCW 64.90.360(4) (a), concerning small communities;
17 (q) RCW 64.90.405 (4) (c) and (5) (c), concerning an association's
18 assignment of rights to future income, the number of votes required
19 to reject a proposal to borrow funds, and the right to terminate a
20 lease or evict a tenant;
21 (r) RCW 64.90.410 (1) and (2), concerning the board acting on
22 behalf of the association and the election of officers by the board;
23 (s) RCW 64.90.420(2), concerning costs of audits;
24 (t) RCW 64.90.435(1) (b), concerning election of officers by unit
25 owners;
26 (u) RCW 64.90.440 (1) and (4), concerning responsibility for
27 maintenance, repair, and replacement of units and common elements and
28 treatment of income or proceeds from real estate subject to
29 development rights;
30 (v) RCW 64.90.445 (1) (b) and (2) (i), concerning meetings;
31 (w) RCW 64.90.450, concerning quorum requirements for meetings;
32 (x) RCW 64.90.455 (3), (4), (5), and (8), concerning unit owner
33 voting;
34 (y) RCW 64.90.465 (1), (2), and (7), concerning the percentage of
35 votes required to convey or encumber common elements and the effect
36 of conveyance or encumbrance of common elements;
37 (z) RCW 64.90.470 (2) and (11), concerning insurance where the
38 units are attached, and insurance for a nonresidential common
39 interest community;

1 (aa) RCW 64.90.475(2), concerning payment of surplus funds of the
2 association;

3 (bb) RCW 64.90.485 (7) and (20), concerning priority and
4 foreclosure of liens held by two or more associations;

5 (cc) RCW 64.90.505 (1) and (3), concerning the adoption of rules;

6 (dd) RCW 64.90.513(8), concerning responsibility for electric
7 vehicle charging stations;

8 (ee) RCW 64.90.520(4), concerning the board's ability to remove
9 an officer elected by the board;

10 (ff) RCW 64.90.525(1), concerning the percentage of votes
11 required to reject a budget;

12 (gg) RCW 64.90.545(2), concerning applicability of reserve study
13 requirements to certain types of common interest communities; and

14 (hh) RCW 64.90.580(7), concerning responsibility for heat pumps.

15 **Sec. 8.** RCW 64.90.210 and 2018 c 277 s 203 are each amended to
16 read as follows:

17 ~~((1))~~ Except as provided by the declaration or, in the case of
18 a plat community or miscellaneous community, by the map:

19 (1)(a) If walls, floors, or ceilings are designated as boundaries
20 of a unit, all lath, furring, wallboard, plasterboard, plaster,
21 paneling, tiles, wallpaper, paint, finished flooring, and any other
22 materials constituting any part of the finished surfaces thereof are
23 a part of the unit, and all other portions of the walls, floors, or
24 ceilings are a part of the common elements.

25 (b) If any chute, flue, duct, wire, conduit, bearing wall,
26 bearing column, or any other fixture lies partially within and
27 partially outside the designated boundaries of a unit, any portion
28 thereof serving only that unit is a limited common element allocated
29 solely to that unit, and any portion thereof serving more than one
30 unit or any portion of the common elements is a part of the common
31 elements.

32 (2) Subject to subsection (1)(b) of this section, all spaces,
33 interior partitions, and other fixtures and improvements within the
34 boundaries of a unit are a part of the unit.

35 (3) Any fireplaces, shutters, awnings, window boxes, doorsteps,
36 stoops, porches, balconies, decks, patios, and all exterior doors and
37 windows or other fixtures designed to serve a single unit, but
38 located outside the unit's boundaries, are limited common elements
39 allocated exclusively to that unit.

1 **Sec. 9.** RCW 64.90.300 and 2024 c 321 s 203 are each amended to
2 read as follows:

3 (1) A declaration may:

4 (a) Delegate a power under RCW 64.90.405(~~((1))~~) from the unit
5 owners association to a master association;

6 (b) Provide for exercise of the powers under RCW 64.90.405(~~((1))~~)
7 by a master association that also serves as the unit owners
8 association for the common interest community; and

9 (c) Reserve a special declarant right to make the common interest
10 community subject to a master association.

11 (2) All provisions of this chapter applicable to unit owners
12 associations apply to the master association, except as modified by
13 this section.

14 (3) A unit owners association may delegate a power under RCW
15 64.90.405(~~((1))~~) to a master association without amending the
16 declaration. The board of the unit owners association shall give
17 notice to the unit owners of a proposed delegation and include a
18 statement that unit owners may object in a record to the delegation
19 not later than 30 days after delivery of the notice. The delegation
20 becomes effective if the board does not receive a timely objection
21 from unit owners of units to which at least 10 percent of the votes
22 in the association are allocated. If the board receives a timely
23 objection by at least 10 percent of the votes, the delegation becomes
24 effective only if the unit owners vote under RCW 64.90.455 to approve
25 the delegation by a majority vote. The delegation is not effective
26 until the master association accepts the delegation.

27 (4) A delegation under subsection (1)(a) of this section may be
28 revoked only by an amendment to the declaration.

29 (5) At a meeting of the unit owners which lists in the notice of
30 the meeting the subject of delegation of powers from the board to a
31 master association, the unit owners may revoke the delegation by a
32 majority of the votes cast at the meeting. The effect of revocation
33 on the rights and obligations of parties under a contract between a
34 unit owners association and a master association is determined by law
35 of this state other than this chapter.

36 (6) Unless it is acting in the capacity of a unit owners
37 association, a master association may exercise the powers set forth
38 in RCW 64.90.405(1)(b) only to the extent expressly permitted in the
39 declarations of common interest communities that are part of the

1 master association or expressly described in the delegations of power
2 from those common interest communities to the master association.

3 (7) After a unit owners association delegates a power to a master
4 association, the unit owners association, its board members, and its
5 officers are not liable for an act or omission of the master
6 association with respect to the delegated power.

7 (8) The rights and responsibilities of unit owners with respect
8 to the unit owners association set forth in RCW 64.90.410, 64.90.445,
9 64.90.450, 64.90.455, 64.90.465, and 64.90.505 apply in the conduct
10 of the affairs of a master association only to persons who elect the
11 board of a master association, whether or not those persons are
12 otherwise unit owners within the meaning of this chapter.

13 (9) Not later than 90 days after termination of a period of
14 declarant control of the master association, the board of the master
15 association must be elected in one of the following ways:

16 (a) The unit owners of all common interest communities subject to
17 the master association may elect all members of the master
18 association's board; or

19 (b) The unit owners in, or the board of, each common interest
20 community subject to the master association elect one or more members
21 of the master association's board if the instruments governing the
22 master association apportion the seats on the board to each common
23 interest community in a manner roughly proportional to the number of
24 units in each common interest community.

25 (10) A period of declarant control of the master association
26 under subsection (9) of this section terminates not later than the
27 earlier of:

28 (a) The termination under RCW 64.90.415 of all periods of
29 declarant control of all common interest communities subject to the
30 master association under RCW 64.90.415; or

31 (b) 60 days after conveyance to unit owners other than a
32 declarant of 75 percent of the units that may be created in all
33 common interest communities subject to the master association.

34 **Sec. 10.** RCW 64.90.360 and 2024 c 321 s 506 are each amended to
35 read as follows:

36 (1) Except as provided otherwise in this section, RCW 64.90.365
37 and 64.90.375, this chapter applies to all common interest
38 communities.

39 (2) Before January 1, 2028, this chapter applies only to:

1 (a) A common interest community created on or after July 1, 2018;
2 and

3 (b) A common interest community created before July 1, 2018, that
4 amends its declaration to elect to be subject to this chapter.

5 (3) Chapters 58.19, 64.32, 64.34, and 64.38 RCW:

6 (a) Do not apply to common interest communities subject to this
7 chapter; and

8 (b) Apply to a common interest community created before July 1,
9 2018, only until the community becomes subject to this chapter.

10 (4)(a) Unless the declaration provides that this entire chapter
11 is applicable, a plat community or miscellaneous community that is
12 not subject to any development right is subject only to RCW
13 64.90.010, 64.90.015, 64.90.020, 64.90.025, ((and)) 64.90.030,
14 64.90.035, 64.90.040, 64.90.045, 64.90.050, 64.90.055, 64.90.060,
15 64.90.065, 64.90.070, 64.90.085, 64.90.090, 64.90.100, 64.90.105,
16 64.90.110, 64.90.115, 64.90.210, 64.90.225, 64.90.230, 64.90.235,
17 64.90.240, 64.90.245, 64.90.255, 64.90.260, 64.90.265, 64.90.280,
18 64.90.285, 64.90.290, 64.90.300, 64.90.340, 64.90.350, 64.90.360,
19 64.90.400, 64.90.405, 64.90.410, 64.90.415, 64.90.420, 64.90.435,
20 64.90.445, 64.90.450, 64.90.455, 64.90.465, 64.90.480, 64.90.485,
21 64.90.490, 64.90.495, 64.90.502, 64.90.505, 64.90.510, 64.90.511,
22 64.90.5111, 64.90.512, 64.90.513, 64.90.515, 64.90.518, 64.90.520,
23 64.90.525, 64.90.530, 64.90.535, 64.90.540, 64.90.545, 64.90.550,
24 64.90.555, 64.90.560, 64.90.565, 64.90.570, 64.90.575, 64.90.580,
25 64.90.585, 64.90.640, and 64.90.685, if the community: (i) Contains
26 no more than ~~((12))~~ 50 units; and (ii) provides in its declaration
27 that the annual average assessment of all units restricted to
28 residential purposes, exclusive of optional user fees ~~((and any~~
29 ~~insurance premiums paid by the association))~~, may not exceed ~~((300))~~
30 \$1,000, as adjusted pursuant to RCW 64.90.065.

31 (b) The exemption provided in this subsection applies only if:

32 (i) The declarant reasonably believes in good faith that the
33 maximum stated assessment will be sufficient to pay the expenses of
34 the association for the community; and

35 (ii) The declaration provides that the assessment may not be
36 increased above the limitation in (a)(ii) of this subsection prior to
37 the transition meeting without the consent of unit owners, other than
38 the declarant, holding 90 percent of the votes in the association.

39 (5) Before January 1, 2028, except as otherwise provided in RCW
40 ~~((64.90.080))~~ 64.90.365, this chapter does not apply to any common

1 interest community created within this state on or after July 1,
2 2018, if:

3 (a) That common interest community is made part of a common
4 interest community created in this state prior to July 1, 2018,
5 pursuant to a right expressly set forth in the declaration of the
6 preexisting common interest community; and

7 (b) The declaration creating that common interest community
8 expressly subjects that common interest community to the declaration
9 of the preexisting common interest community pursuant to such right
10 described in (a) of this subsection.

11 **Sec. 11.** RCW 64.90.365 and 2024 c 321 s 508 are each amended to
12 read as follows:

13 (1) Except for a plat community or miscellaneous community
14 described in RCW 64.90.360(4) and a nonresidential or mixed-use
15 common interest community described in RCW 64.90.100, the following
16 sections apply to a common interest community created before July 1,
17 2018, and any inconsistent provisions of chapter 58.19, 64.32, 64.34,
18 or 64.38 RCW do not apply:

19 (a) RCW 64.90.370;

20 (b) RCW 64.90.405(1) (b) and (c);

21 (c) RCW 64.90.445;

22 (d) RCW 64.90.480(10);

23 (e) RCW 64.90.502;

24 (f) RCW 64.90.513;

25 (g) RCW 64.90.525;

26 ~~((d))~~ (h) RCW 64.90.545; ~~((and~~

27 ~~(e))~~ (i) RCW 64.90.580; and

28 (j) RCW 64.90.010, to the extent necessary to construe this
29 subsection.

30 (2) Except to the extent provided in this subsection, the
31 sections listed in subsection (1) of this section apply only to
32 events and circumstances occurring on or after July 1, 2018, and do
33 not invalidate existing provisions of the governing documents of
34 those common interest communities existing on July 1, 2018. To
35 protect the public interest, RCW ~~((64.90.095))~~ 64.90.370 and
36 64.90.525 supersede existing provisions of the governing documents of
37 all plat communities and miscellaneous communities previously subject
38 to chapter 64.38 RCW.

1 (3) This section does not apply to a common interest community
2 that becomes subject to this chapter under RCW 64.90.360(1) or by
3 election under RCW 64.90.360(4), 64.90.370(1)(b), or 64.90.100.

4 **Sec. 12.** RCW 64.90.405 and 2024 c 321 s 311 are each amended to
5 read as follows:

6 (1) An association must:

7 (a) Adopt organizational documents;

8 (b) Adopt budgets as provided in RCW 64.90.525;

9 (c) Impose assessments for common expenses (~~and specially~~
10 ~~allocated expenses~~) on the unit owners as provided in RCW
11 64.90.480(1) and 64.90.525;

12 (d) Prepare financial statements as provided in RCW 64.90.530;
13 and

14 (e) Deposit and maintain the funds of the association in accounts
15 as provided in RCW 64.90.530.

16 (2) Except as provided otherwise in subsection (4) of this
17 section and subject to the provisions of the declaration, the
18 association may:

19 (a) Amend organizational documents and adopt and amend rules;

20 (b) Amend budgets under RCW 64.90.525;

21 (c) Hire and discharge managing agents and other employees,
22 agents, and independent contractors;

23 (d) Institute, defend, or intervene in litigation or in
24 arbitration, mediation, or administrative proceedings or any other
25 legal proceeding in its own name on behalf of itself or two or more
26 unit owners on matters affecting the common interest community;

27 (e) Make contracts and incur liabilities subject to subsection
28 (4) of this section;

29 (f) Regulate the use, maintenance, repair, replacement, and
30 modification of common elements;

31 (g) Cause additional improvements to be made as a part of the
32 common elements;

33 (h) Acquire, hold, encumber, and convey in its own name any
34 right, title, or interest to real estate or personal property, but:

35 (i) Common elements in a condominium, plat community, or
36 miscellaneous community may be conveyed or subjected to a security
37 interest pursuant to RCW 64.90.465 only; and

1 (ii) Part of a cooperative may be conveyed, or all or part of a
2 cooperative may be subjected to a security interest pursuant to RCW
3 64.90.465 only;

4 (i) Grant easements, leases, and licenses through or over the
5 common elements, but a grant to a unit owner that benefits the unit
6 owner's unit is allowed only by reallocation under RCW 64.90.240(3)
7 of the common elements to a limited common element, and petition for
8 or consent to the vacation of streets and alleys. Notwithstanding the
9 foregoing, a reallocation shall not be required in regard to the
10 installation of an electric vehicle charging station on the common
11 elements;

12 (j) Impose and collect any reasonable payments, fees, or charges
13 for:

14 (i) The use, rental, or operation of the common elements, other
15 than limited common elements described in RCW 64.90.210 (1)(b) and
16 (3);

17 (ii) Services provided to unit owners; and

18 (iii) Moving in, moving out, or transferring title to units to
19 the extent provided for in the declaration;

20 (k) Collect assessments and impose and collect reasonable charges
21 for late payment of assessments;

22 (l) Enforce the governing documents and, after notice and
23 opportunity to be heard, impose and collect reasonable fines for
24 violations of the governing documents in accordance with a previously
25 established schedule of fines adopted by the board of directors and
26 furnished to the owners pursuant to the requirements for notice in
27 RCW 64.90.505;

28 (m) Impose and collect reasonable charges for the preparation and
29 recordation of amendments to the declaration, resale certificates
30 required under RCW 64.90.640, lender questionnaires, or statements of
31 unpaid assessments;

32 (n) Provide for the indemnification of its officers and board
33 members, to the extent provided in RCW 23B.17.030;

34 (o) Maintain directors' and officers' liability insurance;

35 (p) Subject to subsection (4) of this section, assign its right
36 to future income, including the right to receive assessments;

37 (q) Join in a petition for the establishment of a parking and
38 business improvement area, participate in the ratepayers' board or
39 other advisory body set up by the legislative authority for operation
40 of a parking and business improvement area, and pay special

1 assessments levied by the legislative authority on a parking and
2 business improvement area encompassing the condominium property for
3 activities and projects that benefit the condominium directly or
4 indirectly;

5 (r) Establish and administer a reserve account as described in
6 RCW 64.90.535;

7 (s) Prepare a reserve study as described in RCW 64.90.545;

8 (t) Exercise any other powers conferred by the declaration or
9 organizational documents;

10 (u) Exercise all other powers that may be exercised in this state
11 by the same type of entity as the association;

12 (v) Exercise any other powers necessary and proper for the
13 governance and operation of the association;

14 (w) Require that disputes between the association and unit owners
15 or between two or more unit owners regarding the common interest
16 community, other than those governed by chapter 64.50 RCW, be
17 submitted to nonbinding alternative dispute resolution as a
18 prerequisite to commencement of a judicial proceeding; and

19 (x) Suspend any right or privilege of a unit owner who fails to
20 pay an assessment which suspension may be imposed for a reasonable
21 amount of time not to exceed one business day after the association
22 receives full payment of the delinquent assessment and the board has
23 received confirmation of payment and cleared funds, but may not:

24 (i) Deny a unit owner or other occupant access to the owner's
25 unit, or any limited common elements allocated only to that unit, or
26 any common elements necessary to access the unit;

27 (ii) Suspend a unit owner's right to vote; or

28 (iii) Withhold services provided to a unit or a unit owner by the
29 association if the effect of withholding the service would be to
30 endanger the health, safety, or property of any person.

31 (3) The declaration may not limit the power of the association
32 beyond the limit authorized in subsection (2)(w) of this section to:

33 (a) Deal with the declarant if the limit is more restrictive than
34 the limit imposed on the power of the association to deal with other
35 persons; or

36 (b) Institute litigation or an arbitration, mediation, or
37 administrative proceeding against any person, subject to the
38 following:

1 (i) The association must comply with chapter 64.50 RCW, if
2 applicable, before instituting any proceeding described in chapter
3 64.50 RCW in connection with construction defects; and

4 (ii) The board must promptly provide notice to the unit owners of
5 any legal proceeding in which the association is a party other than
6 proceedings involving enforcement of rules or to recover unpaid
7 assessments or other sums due the association.

8 (4) Any borrowing by an association that is to be secured by an
9 assignment of the association's right to receive future income
10 pursuant to subsection (2)(e) and (p) of this section requires
11 ratification by the unit owners as provided in this subsection.

12 (a) The board must provide notice of the intent to borrow to all
13 unit owners. The notice must include the purpose and maximum amount
14 of the loan, the estimated amount and term of any assessments
15 required to repay the loan, a reasonably detailed projection of how
16 the money will be expended, and the interest rate and term of the
17 loan.

18 (b) In the notice, the board must set a date for a meeting of the
19 unit owners, which must not be less than 14 and no more than 50 days
20 after mailing of the notice, to consider ratification of the
21 borrowing.

22 (c) Unless at that meeting, whether or not a quorum is present,
23 unit owners holding a majority of the votes in the association or any
24 larger percentage specified in the declaration reject the proposal to
25 borrow funds, the association may proceed to borrow the funds in
26 substantial accordance with the terms contained in the notice.

27 (5) If a tenant of a unit owner violates the governing documents,
28 in addition to exercising any of its powers against the unit owner,
29 the association may:

30 (a) Exercise directly against the tenant the powers described in
31 subsection (2)(l) of this section;

32 (b) After giving notice to the tenant and the unit owner and an
33 opportunity to be heard, levy reasonable fines against the tenant and
34 unit owner for the violation; and

35 (c) Enforce any other rights against the tenant for the violation
36 that the unit owner as the landlord could lawfully have exercised
37 under the lease or that the association could lawfully have exercised
38 directly against the unit owner, or both; but the association does
39 not have the right to terminate a lease or evict a tenant unless
40 permitted by the declaration. The rights referred to in this

1 subsection (5)(c) may be exercised only if the tenant or unit owner
2 fails to cure the violation within 10 days after the association
3 notifies the tenant and unit owner of that violation.

4 (6) Unless a lease otherwise provides, this section does not:

5 (a) Affect rights that the unit owner has to enforce the lease or
6 that the association has under other law; or

7 (b) Permit the association to enforce a lease to which it is not
8 a party in the absence of a violation of the governing documents.

9 (7) The board may determine whether to take enforcement action by
10 exercising the association's power to impose sanctions or commencing
11 an action for a violation of the governing documents, including
12 whether to compromise any claim for unpaid assessments or other claim
13 made by or against it.

14 (8) The board does not have a duty to take enforcement action if
15 it determines that, under the facts and circumstances presented:

16 (a) The association's legal position does not justify taking any
17 or further enforcement action;

18 (b) The covenant, restriction, or rule being enforced is, or is
19 likely to be construed as, inconsistent with law;

20 (c) Although a violation may exist or may have occurred, it is
21 not so material as to be objectionable to a reasonable person or to
22 justify expending the association's resources; or

23 (d) It is not in the association's best interests to pursue an
24 enforcement action.

25 (9) The board's decision under subsections (7) and (8) of this
26 section to not pursue enforcement under one set of circumstances does
27 not prevent the board from taking enforcement action under another
28 set of circumstances, but the board may not be arbitrary or
29 capricious in taking enforcement action.

30 **Sec. 13.** RCW 64.90.410 and 2024 c 321 s 312 are each amended to
31 read as follows:

32 (1)(a) Except as provided otherwise in the governing documents,
33 subsection (4) of this section, or other provisions of this chapter,
34 the board may act on behalf of the association.

35 (b) In the performance of their duties, officers and board
36 members must exercise the degree of care and loyalty to the
37 association required of an officer or director of a corporation
38 organized, are subject to the conflict of interest rules governing
39 directors and officers, and are entitled to the immunities from

1 liability available to officers and directors under chapter 24.06
2 RCW. The standards of care and loyalty, and conflict of interest
3 rules and immunities described in this section apply regardless of
4 the form in which the association is organized.

5 (2) (a) Except as provided otherwise in RCW 64.90.300(9),
6 effective as of the transition meeting held in accordance with RCW
7 64.90.415(4), the board must be comprised of at least three members,
8 at least a majority of whom must be unit owners. However, the number
9 of board members need not exceed the number of units then in the
10 common interest community.

11 (b) Unless the declaration or organizational documents provide
12 for the election of officers by the unit owners, the board must elect
13 the officers.

14 (c) Unless provided otherwise in the declaration or
15 organizational documents, board members and officers must take office
16 upon adjournment of the meeting at which they were elected or
17 appointed or, if not elected or appointed at a meeting, at the time
18 of such election or appointment, and must serve until their successor
19 takes office.

20 (d) In determining the qualifications of any officer or board
21 member of the association, "unit owner" includes, unless the
22 declaration or organizational documents provide otherwise, any board
23 member, officer, member, partner, or trustee of any person, who is,
24 either alone or in conjunction with another person or persons, a unit
25 owner.

26 (e) Any officer or board member of the association who would not
27 be eligible to serve as such if he or she were not a board member,
28 officer, partner in, or trustee of such a person is disqualified from
29 continuing in office if he or she ceases to have any such affiliation
30 with that person or that person would have been disqualified from
31 continuing in such office as a natural person.

32 (3) Except when voting as a unit owner, the declarant may not
33 appoint or elect any person or to serve itself as a voting, ex
34 officio or nonvoting board member following the transition meeting.

35 (4) The board may not, without vote or agreement of the unit
36 owners:

37 (a) Amend the declaration, except as provided in RCW 64.90.285;

38 (b) Amend the organizational documents of the association;

39 (c) Terminate the common interest community;

1 (d) Elect members of the board, but may fill vacancies in its
2 membership not resulting from removal for the unexpired portion of
3 any term or, if earlier, until the next regularly scheduled election
4 of board members; or

5 (e) Determine the qualifications, powers, duties, or terms of
6 office of board members.

7 (5) The board must adopt budgets as provided in RCW 64.90.525.

8 (6) Except for committees appointed by the declarant pursuant to
9 special declarant rights, all committees of the association must be
10 appointed by the board. Committees authorized to exercise any power
11 reserved to the board must include at least two board members who
12 have exclusive voting power for that committee. Committees that are
13 not so composed may not exercise the authority of the board and are
14 advisory only.

15 (7) A declaration may provide for the appointment of specified
16 positions on the board by persons other than the unit owners or the
17 declarant or an affiliate of the declarant during or after the period
18 of declarant control. It also may provide a method for filling
19 vacancies in those positions, other than by election by the unit
20 owners. However, after the period of declarant control, appointed
21 members:

22 (a) May not comprise more than one-third of the board; and

23 (b) Have no greater authority than any other board member.

24 **Sec. 14.** RCW 64.90.420 and 2024 c 321 s 314 are each amended to
25 read as follows:

26 (1) No later than 30 days following the date of the transition
27 meeting held pursuant to RCW 64.90.415(4), the declarant must deliver
28 or cause to be delivered to the board elected at the transition
29 meeting all property of the unit owners and association as required
30 by the declaration or this chapter including, but not limited to:

31 (a) The original or a copy of the recorded declaration and each
32 amendment to the declaration;

33 (b) The organizational documents of the association;

34 (c) The minute books, including all minutes, and other books and
35 records of the association;

36 (d) Current rules and regulations that have been adopted;

37 (e) Resignations of officers and members of the board who are
38 required to resign because the declarant is required to relinquish
39 control of the association;

1 (f) The financial records, including canceled checks, bank
2 statements, and financial statements of the association, and source
3 documents from the time of formation of the association through the
4 date of transfer of control to the unit owners;

5 (g) Association funds or the control of the funds of the
6 association;

7 (h) Originals or copies of any recorded instruments of conveyance
8 for any common elements included within the common interest community
9 but not appurtenant to the units;

10 (i) All tangible personal property of the association;

11 (j) Except for alterations to a unit done by a unit owner other
12 than the declarant, a copy of the most recent plans and
13 specifications used in the construction or remodeling of the common
14 interest community, except for buildings containing fewer than three
15 units;

16 (k) Originals or copies of insurance policies for the common
17 interest community and association;

18 (l) Originals or copies of any certificates of occupancy that may
19 have been issued for the common interest community;

20 (m) Originals or copies of any other permits obtained by or on
21 behalf of the declarant and issued by governmental bodies applicable
22 to the common interest community;

23 (n) Originals or copies of all written warranties that are still
24 in effect for the common elements, or any other areas or facilities
25 that the association has the responsibility to maintain and repair,
26 from the contractor, subcontractors, suppliers, and manufacturers and
27 all owners' manuals or instructions furnished to the declarant with
28 respect to installed equipment or building systems;

29 (o) A roster of unit owners and eligible mortgagees and their
30 addresses and telephone numbers, if known, as shown on the
31 declarant's records and the date of closing of the first sale of each
32 unit sold by the declarant;

33 (p) Originals or copies of any leases of the common elements and
34 other leases to which the association is a party;

35 (q) Originals or photocopies of any employment contracts or
36 service contracts in which the association is one of the contracting
37 parties or service contracts in which the association or the unit
38 owners have an obligation or a responsibility, directly or
39 indirectly, to pay some or all of the fee or charge of the person
40 performing the service;

1 (r) Originals or copies of any qualified warranty issued to the
2 association as provided for in RCW 64.35.505;

3 (s) Originals or copies of all other contracts to which the
4 association is a party; and

5 (t) Originals or copies of the most recent reserve study prepared
6 pursuant to RCW 64.90.545, if one exists.

7 (2) (~~Within~~) No later than 60 days (~~of~~) following the
8 transition meeting, the board must retain the services of a certified
9 public accountant to audit the records of the association as of the
10 date of the transition meeting in accordance with generally accepted
11 auditing standards unless the unit owners, other than the declarant,
12 to which a majority of the votes are allocated elect to waive the
13 audit. The cost of the audit must be a common expense unless
14 otherwise provided in the declaration. The accountant performing the
15 audit must examine supporting documents and records, including the
16 cash disbursements and related paid invoices, to determine if
17 expenditures were for association purposes and the billings, cash
18 receipts, and related records to determine if the declarant was
19 charged for and paid the proper amount of assessments.

20 **Sec. 15.** RCW 64.90.435 and 2018 c 277 s 308 are each amended to
21 read as follows:

22 (1) Unless provided for in the declaration, the organizational
23 documents of the association must:

24 (a) Provide the number of board members and the titles of the
25 officers of the association;

26 (b) Provide for election by the board or, if the declaration
27 requires, by the unit owners of a president, treasurer, secretary,
28 and any other officers of the association the organizational
29 documents specify;

30 (c) Specify the qualifications, powers and duties, terms of
31 office, and manner of electing and removing board members and
32 officers and filling vacancies in accordance with RCW 64.90.410;

33 (d) (~~Specify~~) If applicable, specify the powers the board or
34 officers may delegate to other persons or to a managing agent;

35 (e) Specify a method for the unit owners to amend the
36 organizational documents;

37 (f) Describe the budget ratification process required under RCW
38 64.90.525, if not provided in the declaration;

1 (g) Contain any provision necessary to satisfy requirements in
2 this chapter or the declaration concerning meetings, voting, quorums,
3 and other activities of the association; and

4 (h) Provide for any matter required by law of this state other
5 than this chapter to appear in the organizational documents of
6 organizations of the same type as the association.

7 (2) Subject to the declaration and this chapter, the
8 organizational documents may provide for any other necessary or
9 appropriate matters.

10 **Sec. 16.** RCW 64.90.445 and 2024 c 321 s 316 are each amended to
11 read as follows:

12 (1) The following requirements apply to unit owner meetings:

13 (a) A meeting of the association must be held at least once each
14 year. Failure to hold an annual meeting does not cause a forfeiture
15 or give cause for dissolution of the association and does not affect
16 otherwise valid association acts.

17 (b) (i) An association must hold a special meeting of unit owners
18 to address any matter affecting the common interest community or the
19 association if its president, a majority of the board, or unit owners
20 having at least 20 percent, or any lower percentage specified in the
21 organizational documents, of the votes in the association request
22 that the secretary call the meeting.

23 (ii) If the association does not provide notice to unit owners of
24 a special meeting within 30 days after the requisite number or
25 percentage of unit owners request the secretary to do so, the
26 requesting members may directly provide notice to all the unit owners
27 of the meeting. The unit owners may discuss at a special meeting a
28 matter not described in the notice under (c) of this subsection but
29 may not take action on the matter without the consent of all unit
30 owners.

31 (c) An association must provide notice to unit owners of the
32 time, date, and place of each annual and special unit owners meeting
33 not less than 14 days and not more than 50 days before the meeting
34 date. Notice may be by any means described in RCW 64.90.515. The
35 notice of any meeting must state the time, date, and place of the
36 meeting and the items on the agenda, including:

37 (i) The text of any proposed amendment to the declaration or
38 organizational documents; and

1 (ii) ~~((Any changes in the previously approved budget that result~~
2 ~~in a change in the assessment obligations; and~~

3 ~~(iii))~~ Any proposal to remove a board member or, if the
4 declaration or organizational documents provide for the election of
5 officers by the unit owners, any proposal to remove an officer.

6 (d) Unit owners must be given a reasonable opportunity at any
7 meeting to comment regarding any matter affecting the common interest
8 community or the association.

9 (e) A meeting of unit owners is not required to be held at a
10 physical location if(~~(~~

11 ~~(i) The))~~ the meeting is conducted ~~((by a means of communication~~
12 ~~that enables owners in different locations to communicate in real~~
13 ~~time to the same extent as if they were physically present in the~~
14 ~~same location, provided that such means of communication must have an~~
15 ~~option for owners to communicate by telephone; and~~

16 ~~(ii) The declaration or organizational documents do not require~~
17 ~~that the owners meet at a physical location))~~ in accordance with
18 subsection (3) of this section.

19 (f) In the notice for a meeting held at a physical location, the
20 board may notify all unit owners that they may participate remotely
21 in the meeting by a means of communication described in ~~((e) of~~
22 ~~this))~~ subsection (3) of this section.

23 (2) The following requirements apply to meetings of the board and
24 committees authorized to act for the board:

25 (a) Meetings must be open to the unit owners except during
26 executive sessions, but the board may expel or prohibit attendance by
27 any person who, after warning by the chair of the meeting, disrupts
28 the meeting. The board and those committees may hold an executive
29 session only during a regular or special meeting of the board or a
30 committee. A final vote or action may not be taken during an
31 executive session.

32 (b) An executive session may be held only to:

33 (i) Consult with the association's attorney concerning legal
34 matters;

35 (ii) Discuss existing or potential litigation or mediation,
36 arbitration, or administrative proceedings;

37 (iii) Discuss labor or personnel matters;

38 (iv) Discuss contracts, leases, and other commercial transactions
39 to purchase or provide goods or services currently being negotiated,
40 including the review of bids or proposals, if premature general

1 knowledge of those matters would place the association at a
2 disadvantage; or

3 (v) Prevent public knowledge of the matter to be discussed if the
4 board or committee determines that public knowledge would violate the
5 privacy of any person.

6 (c) For purposes of this subsection, a gathering of members of
7 the board or committees at which the board or committee members do
8 not conduct association business is not a meeting of the board or
9 committee. Board members and committee members may not use incidental
10 or social gatherings to evade the open meeting requirements of this
11 subsection.

12 (d) During the period of declarant control, the board must meet
13 at least four times a year. At least one of those meetings must be
14 held at the common interest community or at a place convenient to the
15 community. After the transition meeting, unless the organizational
16 documents provide otherwise, and except as otherwise provided in
17 subsection (3) of this section, all board meetings must be at the
18 common interest community or at a place convenient to the common
19 interest community (~~unless the unit owners amend the bylaws to vary~~
20 ~~the location of those meetings~~)).

21 (e) At each board meeting, the board must provide a reasonable
22 opportunity for unit owners to comment regarding matters affecting
23 the common interest community and the association. The board must
24 provide at least 15 minutes at the beginning of each meeting for unit
25 owners to comment about agenda items before the board votes. The
26 board may place reasonable time restrictions of not less than 90
27 seconds per owner per unit, except that the time per owner per unit
28 may be reduced and allocated equally if more than 10 unit owners wish
29 to comment.

30 (f) Unless the meeting is included in a schedule given to the
31 unit owners, the secretary or other officer specified in the
32 organizational documents must provide notice of each board meeting to
33 each board member and to the unit owners. The notice must be given at
34 least 14 days before the meeting and must state the time, date,
35 place, and agenda of the meeting. Notwithstanding the foregoing,
36 notice of a meeting to address an event or condition that could not
37 have been reasonably foreseen and for which it is impracticable to
38 provide notice as otherwise required by this chapter must be given at
39 least seven days before the meeting and by means of electronic

1 communication to unit owners whose electronic address or phone number
2 is known to the association.

3 (g) If any materials are distributed to the board before the
4 meeting, the board must make copies of those materials reasonably
5 available to the unit owners, except that the board need not make
6 available copies of unapproved minutes or materials that are to be
7 considered in executive session.

8 (h) (~~Unless the organizational~~) Notwithstanding the governing
9 documents (~~provide otherwise~~), fewer than all board members may
10 participate in a regular or special meeting by or conduct a meeting
11 through the use of any means of communication by which all board
12 members participating can hear each other during the meeting. A board
13 member participating in a meeting by these means is deemed to be
14 present in person at the meeting.

15 (~~(i) Unless the organizational documents provide otherwise, the~~
16 ~~board may meet by participation of all board members by telephonic,~~
17 ~~video, or other conferencing process if:~~

18 ~~(i) The meeting notice states the conferencing process to be used~~
19 ~~and provides information explaining how unit owners may participate~~
20 ~~in the conference directly or by meeting at a central location or~~
21 ~~conference connection; and~~

22 ~~(ii) The process provides all unit owners the opportunity to hear~~
23 ~~or perceive the discussion and to comment as provided in (e) of this~~
24 ~~subsection.~~

25 ~~(j) After the transition meeting, unit owners may amend the~~
26 ~~organizational documents to vary the procedures for meetings~~
27 ~~described in (i) of this subsection.~~

28 ~~(k))~~ (i) Prior to the transition meeting, without a meeting, the
29 board may act by unanimous consent as documented in a record by all
30 its members. Actions taken by unanimous consent must be kept as a
31 record of the association with the meeting minutes. After the
32 transition meeting, the board may act by unanimous consent only to
33 undertake ministerial actions, actions subject to ratification by the
34 unit owners, or to implement actions previously taken at a meeting of
35 the board.

36 (~~(l))~~ (j) A board member who is present at a board meeting at
37 which any action is taken is presumed to have assented to the action
38 taken unless the board member's dissent or abstention to such action
39 is lodged with the person acting as the secretary of the meeting
40 before adjournment of the meeting or provided in a record to the

1 secretary of the association immediately after adjournment of the
2 meeting. The right to dissent or abstain does not apply to a board
3 member who voted in favor of such action at the meeting.

4 ~~((m))~~ (k) A board member may not vote by proxy or absentee
5 ballot.

6 ~~((n))~~ (l) Even if an action by the board is not in compliance
7 with this section, it is valid unless set aside by a court. An action
8 seeking relief for failure of the board to comply with this section
9 may not be brought more than 90 days after the minutes of the board
10 of the meeting at which the action was taken are approved or the
11 record of that action is distributed to unit owners, whichever is
12 later.

13 (3) Notwithstanding the governing documents, any meeting may be
14 held by telephonic, video, or other conferencing process if:

15 (a) The meeting notice states the conferencing process to be used
16 and provides information explaining how to participate in the
17 conference;

18 (b) The process provides all participants the opportunity to hear
19 or perceive the discussion and to comment as provided in subsection
20 (2)(e) of this section;

21 (c) Any votes of the board members are conducted by roll call or
22 other verbal vote; and

23 (d) Any person entitled to participate in the meeting is given
24 the option of participating by telephone.

25 (4) Minutes of all unit owner meetings and board meetings,
26 excluding executive sessions, must be maintained in a record. The
27 decision on each matter voted upon at a board meeting or unit owner
28 meeting must be recorded in the minutes.

29 **Sec. 17.** RCW 64.90.455 and 2024 c 321 s 317 are each amended to
30 read as follows:

31 (1) Unit owners may vote at a meeting under subsection (2) or (3)
32 of this section or, when a vote is conducted without a meeting, by
33 ballot in the manner provided in subsection (4) of this section.

34 (2) At a meeting of unit owners the following requirements apply:

35 (a) Unless the declaration or bylaws otherwise provide, and
36 except as provided in subsection (9) of this section, unit owners or
37 their proxy holders may vote by voice vote, show of hands, standing,
38 written ballot, or any other method authorized at the meeting.

1 (b) If unit owners attend the meeting by a means of communication
2 under RCW 64.90.445(1) (e) or (f), the association shall implement
3 reasonable measures to verify the identity of each unit owner
4 attending remotely.

5 (c) Whenever proposals or board members are to be voted upon at a
6 meeting, a unit owner may vote by duly executed absentee ballot if:

7 (i) The name of each candidate and the text of each proposal to
8 be voted upon are set forth in a writing accompanying or contained in
9 the notice of meeting; and

10 (ii) A ballot is provided by the association for such purpose.
11 Any ballot provided by the association for election of board members
12 by the unit owners must designate a blank space for unit owners to
13 cast a vote for one or more candidates.

14 (d) When a unit owner votes by absentee ballot under (c) of this
15 subsection, the association must be able to verify that the ballot is
16 cast by the unit owner having the right to do so.

17 (3) Unless the declaration or organizational documents otherwise
18 provide, unit owners may vote by proxy subject to the following
19 requirements:

20 (a) Votes allocated to a unit may be cast pursuant to a directed
21 or undirected proxy duly executed by a unit owner in the same manner
22 as provided in RCW 24.06.110.

23 (b) When a unit owner votes by proxy, the association shall
24 implement reasonable measures to verify the identity of the unit
25 owner and the proxy holder.

26 (c) A unit owner may revoke a proxy given pursuant to this
27 section only by actual notice of revocation to the secretary or the
28 person presiding over a meeting of the association or by delivery of
29 a subsequent proxy. The death or disability of a unit owner does not
30 revoke a proxy given by the unit owner unless the person presiding
31 over the meeting has actual notice of the death or disability.

32 (d) A proxy is void if it is not dated or purports to be
33 revocable without notice.

34 (e) Unless stated otherwise in the proxy, a proxy terminates 11
35 months after its date of issuance.

36 (4) Unless the declaration or organizational documents otherwise
37 provide, an association may conduct a vote without a meeting. The
38 following requirements apply:

39 (a) The association must notify the unit owners that the vote
40 will be taken by ballot without a meeting.

1 (b) The notice under (a) of this subsection must state:

2 (i) The time and date by which a ballot must be delivered to the
3 association to be counted, which may not be fewer than 14 days after
4 the date of the notice, and which deadline may be extended in
5 accordance with (g) of this subsection;

6 (ii) The percent of votes necessary to approve each matter other
7 than election of board members; and

8 (iii) The time, date, and manner by which unit owners wishing to
9 deliver information to all unit owners regarding the subject of the
10 vote may do so.

11 (c) The association must deliver with the notice under (a) of
12 this subsection:

13 (i) Instructions for casting a ballot;

14 (ii) A ballot in a tangible medium to every unit owner except a
15 unit owner that has consented in a record to electronic voting; and

16 (iii) If the association allows electronic voting, instructions
17 for electronic voting.

18 (d) The ballot must set forth each proposed action and provide an
19 opportunity to vote for or against the action. Any ballot provided by
20 the association for election of board members by the unit owners must
21 designate a blank space for unit owners to cast a vote for one or
22 more candidates.

23 (e) A unit owner may revoke a ballot cast pursuant to this
24 section before the date and time under (b) of this subsection by
25 which the ballot must be delivered to the association only by actual
26 notice to the association of revocation. The death or disability of a
27 unit owner does not revoke a ballot unless the association has actual
28 notice of the death or disability prior to the date set forth in
29 (b)(i) of this subsection.

30 (f) Approval by ballot pursuant to this subsection is valid only
31 if the number of votes cast by ballot equals or exceeds the quorum
32 required to be present at a meeting authorizing the action.

33 (g) If the association does not receive a sufficient number of
34 votes to constitute a quorum or to approve the proposal by the date
35 and time established for return of ballots, the board may extend the
36 deadline for a reasonable period not to exceed 11 months upon further
37 notice to all members in accordance with (b) of this subsection. In
38 that event, all votes previously cast on the proposal must be counted
39 unless subsequently revoked as provided in this section.

1 (h) A ballot or revocation is not effective until received by the
2 association.

3 (i) The association must give notice to unit owners of any action
4 taken pursuant to this subsection within a reasonable time after the
5 action is taken.

6 (j) When an action is taken pursuant to this subsection, a record
7 of the action, including the ballots or a report of the persons
8 appointed to tabulate such ballots, must be kept with the minutes of
9 meetings of the association.

10 (k) The association shall implement reasonable measures to verify
11 that each ballot in a tangible medium and electronic ballot is cast
12 by the unit owner having a right to do so.

13 (l) A unit owner consents to electronic voting by delivering to
14 the association a record indicating such consent or by casting an
15 electronic ballot.

16 (m) An association that allows electronic ballots shall create a
17 record of electronic votes capable of retention, retrieval, and
18 review.

19 (5) If the governing documents require that votes on specified
20 matters affecting the common interest community be cast by lessees
21 rather than unit owners of leased units:

22 (a) This section applies to lessees as if they were unit owners;

23 (b) Unit owners that have leased their units to other persons may
24 not cast votes on those specified matters; and

25 (c) Lessees are entitled to notice of meetings, access to
26 records, and other rights respecting those matters as if they were
27 unit owners.

28 (6) Unit owners must also be given notice of all meetings at
29 which lessees may be entitled to vote.

30 (7) In any vote of the unit owners, votes allocated to a unit
31 owned by the association must be cast in the same proportion as the
32 votes cast on the matter by unit owners other than the association.

33 (8) (a) Unless a different number or fraction of the votes in an
34 association is required by this chapter or the declaration, a
35 majority of the votes cast determines the outcome of a vote taken at
36 a meeting or without a meeting.

37 (b) If a unit is owned by more than one person and:

38 (i) Only one owner casts a vote, that vote must be counted as
39 casting all votes allocated to the unit by the declaration; and

1 (ii) More than one owner casts a vote for the unit, no vote from
2 any owner of the unit may be counted unless the declaration provides
3 a manner for allocating votes cast by multiple owners of a unit.

4 (9) (a) Notwithstanding any other law or provision of the
5 governing documents, the following votes of unit owners shall be
6 conducted by secret ballot:

7 ~~((a))~~ (i) Election of board members; ~~((b) removal)~~

8 (ii) Removal of board members or, if the declaration or
9 organizational documents provide for the election of officers by the
10 unit owners, the removal of officers; ~~((c) amendments)~~ or

11 (iii) Amendments to the ~~(declaration or)~~ governing documents ~~(or~~
12 ~~or (d) unit owner approval of an amendment to the declaration for the~~
13 ~~reallocation of a common element as a limited common element for the~~
14 ~~exclusive use of an owner's unit pursuant to RCW 64.90.240)~~.

15 (b) At a meeting of unit owners held pursuant to this section,
16 the secret ballots physically received by the association must be
17 opened and counted and the results of the secret ballots received by
18 the association by electronic means must be reviewed, announced, and
19 recorded in the meeting minutes. A quorum is not required to be
20 present when the secret ballots physically received by the
21 association are opened and counted or the results of the secret
22 ballots received by the association by electronic means are reviewed,
23 announced, and recorded in the meeting minutes.

24 (c) The incumbent members of the board and each person whose name
25 is placed on the ballot as a candidate for membership on the board
26 may not possess, be given access to, or participate in the opening or
27 counting of the secret ballots that the association physically
28 receives, or the collection of data regarding the secret ballots that
29 the association receives by electronic means, before those secret
30 ballots have been opened and counted or reviewed, announced, and
31 recorded in the meeting minutes, as applicable, at a meeting of the
32 association.

33 **Sec. 18.** RCW 64.90.475 and 2018 c 277 s 316 are each amended to
34 read as follows:

35 (1) The association must establish and maintain its accounts and
36 records in a manner that will enable it to credit assessments for
37 common expenses ~~((and specially allocated expenses)),~~ including
38 allocations to reserves, and other income to the association, and to

1 charge expenditures, to the account of the appropriate units in
2 accordance with the provisions of the declaration.

3 (2) To assure that the unit owners are correctly assessed for the
4 actual expenses of the association, the accounts of the association
5 must be reconciled at least annually unless the board determines that
6 a reconciliation would not result in a material savings to any unit
7 owner. Unless provided otherwise in the declaration, any surplus
8 funds of the association remaining after the payment of or provision
9 for common expenses and any prepayment of reserves must be paid
10 annually to the unit owners in proportion to their common expense
11 liabilities or credited to them to reduce their future common expense
12 assessments.

13 **Sec. 19.** RCW 64.90.480 and 2024 c 321 s 207 are each amended to
14 read as follows:

15 (1)(a) Assessments for common expenses (~~and those specially~~
16 ~~allocated expenses that are subject to inclusion in a budget~~) must
17 be made at least annually based on a budget adopted at least annually
18 by the association in the manner provided in RCW 64.90.525.

19 (b) Assessments for common expenses (~~and specially allocated~~
20 ~~expenses~~) must commence on all units that have been created upon the
21 conveyance of the first unit in the common interest community;
22 however, the declarant may delay commencement of assessments for some
23 or all common expenses (~~or specially allocated expenses~~), in which
24 event the declarant must pay all of the common expenses (~~or~~
25 ~~specially allocated expenses~~) that have been delayed. In a common
26 interest community in which units may be added pursuant to reserved
27 development rights, the declarant may delay commencement of
28 assessments for such units in the same manner.

29 (2) The declaration may provide that, upon closing of the first
30 conveyance of each unit to a purchaser or first occupancy of a unit,
31 whichever occurs first, the association may assess and collect a
32 working capital contribution for such unit. The working capital
33 contribution may be collected prior to the commencement of common
34 assessments under subsection (1) of this section. A working capital
35 contribution may not be used to defray expenses that are the
36 obligation of the declarant.

37 (3) Except as provided otherwise in this section, all common
38 expenses must be assessed against all the units in accordance with
39 their common expense liabilities, subject to the right of the

1 declarant to delay commencement of certain common expenses under
2 subsections (1) and (2) of this section. Any past due assessment or
3 installment of past due assessment bears interest at the rate
4 established by the association pursuant to RCW 64.90.485.

5 (4) The declaration may provide that any of the following common
6 expenses of the association must be assessed against the units on
7 some basis other than common expense liability. If and to the extent
8 the declaration so provides, the association must assess:

9 (a) Expenses associated with the operation, maintenance, repair,
10 or replacement of any specified limited common element against the
11 units to which that limited common element is assigned, equally or in
12 any other proportion that the declaration provides;

13 (b) Expenses specified in the declaration as benefiting fewer
14 than all of the units or their unit owners exclusively against the
15 units benefited in proportion to their common expense liability or in
16 any other proportion that the declaration provides, but if the common
17 expense is for the maintenance, repair, or replacement of a common
18 element other than a limited common element, the expense may be
19 assessed exclusively against them only if the declaration reasonably
20 identifies the common expense by specific listing or category;

21 (c) The costs of insurance in proportion to risk; and

22 (d) The costs of one or more specified services or utilities in
23 proportion to respective usage, whether metered, billed in bulk based
24 on unit count, or reasonably estimated, or upon the same basis as
25 such (~~utility~~) charges are made by the service or utility provider.

26 (5) Assessments to pay a judgment against the association may be
27 made only against the units in the common interest community at the
28 time the judgment was entered, in proportion to their common expense
29 liabilities.

30 (6) The association may assess exclusively against a unit owner's
31 unit common expenses, including expenses relating to damage to or
32 loss of property, caused by the:

33 (a) Willful misconduct or gross negligence of the unit owner or
34 the unit owner's tenant, guest, invitee, or occupant;

35 (b) Failure of the unit owner to comply with a maintenance
36 standard prescribed by the declaration or a rule, if the standard
37 contains a statement that an owner may be liable for damage or loss
38 caused by failure to comply with the standard; or

39 (c) Negligence of the unit owner or the unit owner's tenant,
40 guest, invitee, or occupant, if the declaration contains a statement

1 that an owner may be liable for damage or loss caused by such
2 negligence.

3 (7) Before an association makes an assessment under subsection
4 (6) of this section, the association must give notice to the unit
5 owner and provide an opportunity for a hearing. The assessment is
6 limited to the expense the association incurred under subsection (6)
7 of this section less any insured proceeds received by the
8 association, whether the difference results from the application of a
9 deductible or otherwise.

10 (8) In the event of a loss or damage to a unit that would be
11 covered by the association's property insurance policy, excluding
12 policies for earthquake, flood, or similar losses that have higher
13 than standard deductibles, but that is within the deductible under
14 that policy and if the declaration so provides, the association may
15 assess the amount of the loss up to the deductible against that unit.
16 This subsection does not prevent a unit owner from asserting a claim
17 against another person for the amount assessed if that other person
18 would be liable for the damages under general legal principles.

19 (9) If common expense liabilities are reallocated, assessments
20 and any installment of assessments not yet due must be recalculated
21 in accordance with the reallocated common expense liabilities.

22 (10) An association must provide at least one method of accepting
23 payment of assessments from unit owners at no charge or as a common
24 expense.

25 **Sec. 20.** RCW 64.90.485 and 2024 c 321 s 319 are each amended to
26 read as follows:

27 (1) The association has a statutory lien on each unit for any
28 unpaid assessment against the unit from the time such assessment is
29 due.

30 (2) A lien under this section has priority over all other liens
31 and encumbrances on a unit except:

32 (a) Liens and encumbrances recorded before the recordation of the
33 declaration and, in a cooperative, liens and encumbrances that the
34 association creates, assumes, or takes subject to;

35 (b) Except as otherwise provided in subsection (3) of this
36 section, a security interest on the unit recorded before the date on
37 which the unpaid assessment became due or, in a cooperative, a
38 security interest encumbering only the unit owner's interest and

1 perfected before the date on which the unpaid assessment became due;
2 and

3 (c) Liens for real estate taxes and other state or local
4 governmental assessments or charges against the unit or cooperative.

5 (3)(a) A lien under this section also has priority over the
6 security interests described in subsection (2)(b) of this section to
7 the extent of an amount equal to the following:

8 (i) The common expense assessments, excluding any amounts for
9 capital improvements, based on the periodic budget adopted by the
10 association pursuant to RCW 64.90.480(1), (~~along with any specially~~
11 ~~allocated assessments that are properly assessable against the unit~~
12 ~~under such periodic budget,~~) which would have become due in the
13 absence of acceleration during the six months immediately preceding
14 the institution of proceedings to foreclose either the association's
15 lien or a security interest described in subsection (2)(b) of this
16 section;

17 (ii) The association's actual costs and reasonable attorneys'
18 fees incurred in foreclosing its lien but incurred after the giving
19 of the notice described in (a)(iii) of this subsection; provided,
20 however, that the costs and reasonable attorneys' fees that will have
21 priority under this subsection (3)(a)(ii) shall not exceed \$2,000 or
22 an amount equal to the amounts described in (a)(i) of this
23 subsection, whichever is less;

24 (iii) The amounts described in (a)(ii) of this subsection shall
25 be prior only to the security interest of the holder of a security
26 interest on the unit recorded before the date on which the unpaid
27 assessment became due and only if the association has given that
28 holder not less than 60 days' prior written notice that the owner of
29 the unit is in default in payment of an assessment. The notice shall
30 contain:

31 (A) Name of the borrower;

32 (B) Recording date of the trust deed or mortgage;

33 (C) Recording information;

34 (D) Name of (~~condominium~~) common interest community, unit
35 owner, and unit designation stated in the declaration or applicable
36 supplemental declaration;

37 (E) Amount of unpaid assessment; and

38 (F) A statement that failure to, within 60 days of the written
39 notice, submit the association payment of six months of assessments

1 as described in (a) (i) of this subsection will result in the priority
2 of the amounts described in (a) (ii) of this subsection; and

3 (iv) Upon payment of the amounts described in (a) (i) and (ii) of
4 this subsection by the holder of a security interest, the
5 association's lien described in this subsection (3) (a) shall
6 thereafter be fully subordinated to the lien of such holder's
7 security interest on the unit.

8 (b) For the purposes of this subsection:

9 (i) "Institution of proceedings" means either:

10 (A) The date of recording of a notice of trustee's sale by a deed
11 of trust beneficiary;

12 (B) The date of commencement, pursuant to applicable court rules,
13 of an action for judicial foreclosure either by the association or by
14 the holder of a recorded security interest; or

15 (C) The date of recording of a notice of intention to forfeit in
16 a real estate contract forfeiture proceeding by the vendor under a
17 real estate contract.

18 (ii) "Capital improvements" does not include making, in the
19 ordinary course of management, repairs to common elements or
20 replacements of the common elements with substantially similar items,
21 subject to: (A) Availability of materials and products, (B)
22 prevailing law, or (C) sound engineering and construction standards
23 then prevailing.

24 (c) The adoption of a periodic budget that purports to allocate
25 to a unit any fines, late charges, interest, attorneys' fees and
26 costs incurred for services unrelated to the foreclosure of the
27 association's lien, other collection charges, or specially allocated
28 assessments assessed under RCW 64.90.480(6) (~~or (7)~~) does not cause
29 any such items to be included in the priority amount affecting such
30 unit.

31 (4) Subsections (2) and (3) of this section do not affect the
32 priority of mechanics' or material suppliers' liens to the extent
33 that law of this state other than chapter 277, Laws of 2018 gives
34 priority to such liens, or the priority of liens for other
35 assessments made by the association.

36 (5) A lien under this section is not subject to chapter 6.13 RCW.

37 (6) If the association forecloses its lien under this section
38 nonjudicially pursuant to chapter 61.24 RCW, as provided under
39 subsection (13) of this section, the association is not entitled to
40 the lien priority provided for under subsection (3) of this section,

1 and is subject to the limitations on deficiency judgments as provided
2 in chapter 61.24 RCW.

3 (7) Unless the declaration provides otherwise, if two or more
4 associations have liens for assessments created at any time on the
5 same property, those liens have equal priority as to each other, and
6 any foreclosure of one such lien shall not affect the lien of the
7 other.

8 (8) Recording of the declaration constitutes record notice and
9 perfection of the statutory lien created under this section. Further
10 notice or recordation of any claim of lien for assessment under this
11 section is not required, but is not prohibited.

12 (9) A lien for unpaid assessments and the personal liability for
13 payment of those assessments are extinguished unless proceedings to
14 enforce the lien or collect the debt are instituted within six years
15 after the full amount of the assessments sought to be recovered
16 becomes due.

17 (10) This section does not prohibit actions against unit owners
18 to recover sums for which subsection (1) of this section creates a
19 lien or prohibit an association from taking a deed in lieu of
20 foreclosure.

21 (11) The association upon written request must furnish to a unit
22 owner or a mortgagee a statement signed by an officer or authorized
23 agent of the association setting forth the amount of unpaid
24 assessments or the priority amount against that unit, or both. The
25 statement must be furnished within 15 days after receipt of the
26 request and is binding on the association, the board, and every unit
27 owner unless, and to the extent, known by the recipient to be false.
28 The liability of a recipient who reasonably relies upon the statement
29 must not exceed the amount set forth in any statement furnished
30 pursuant to this section or RCW 64.90.640(1)(b).

31 (12) In a cooperative, upon nonpayment of an assessment on a
32 unit, the unit owner may be evicted in the same manner as provided by
33 law in the case of an unlawful holdover by a commercial tenant, and
34 the lien may be foreclosed as provided under this section.

35 (13) The association's lien may be foreclosed in accordance with
36 (a) and (b) of this subsection.

37 (a) In a common interest community other than a cooperative, the
38 association's lien may be foreclosed judicially in accordance with
39 chapter 61.12 RCW, subject to any rights of redemption under chapter
40 6.23 RCW.

1 (b) The lien may be enforced nonjudicially in the manner set
2 forth in chapter 61.24 RCW for nonjudicial foreclosure of deeds of
3 trust if the declaration: Contains a grant of the common interest
4 community in trust to a trustee qualified under RCW 61.24.010 to
5 secure the obligations of the unit owners to the association for the
6 payment of assessments, contains a power of sale, provides in its
7 terms that the units are not used principally for agricultural
8 purposes, and provides that the power of sale is operative in the
9 case of a default in the obligation to pay assessments. The
10 association or its authorized representative may purchase the unit at
11 the foreclosure sale and acquire, hold, lease, mortgage, or convey
12 the unit. Upon an express waiver in the complaint of any right to a
13 deficiency judgment in a judicial foreclosure action, the period of
14 redemption is eight months.

15 (c) In a cooperative in which the unit owners' interests in the
16 units are real estate, the association's lien must be foreclosed in
17 like manner as a mortgage on real estate or by power of sale under
18 (b) of this subsection.

19 (d) In a cooperative in which the unit owners' interests in the
20 units are personal property, the association's lien must be
21 foreclosed in like manner as a security interest under chapter 62A.9A
22 RCW.

23 (e) No member of the association's board, or their immediate
24 family members or affiliates, are eligible to bid for or purchase,
25 directly or indirectly, any interest in a unit at a foreclosure of
26 the association's lien. For the purposes of this subsection,
27 "immediate family member" includes spouses, domestic partners,
28 children, siblings, parents, parents-in-law, and stepfamily members;
29 and "affiliate" of a board member includes any person controlled by
30 the board member, including any entity in which the board member is a
31 general partner, managing member, majority member, officer, or
32 director. Nothing in this subsection prohibits an association from
33 bidding for or purchasing interest in a unit at a foreclosure of the
34 association's lien.

35 (14) If the unit owner's interest in a unit in a cooperative is
36 real estate, the following requirements apply:

37 (a) The association, upon nonpayment of assessments and
38 compliance with this subsection, may sell that unit at a public sale
39 or by private negotiation, and at any time and place. The association
40 must give to the unit owner and any lessee of the unit owner

1 reasonable notice in a record of the time, date, and place of any
2 public sale or, if a private sale is intended, of the intention of
3 entering into a contract to sell and of the time and date after which
4 a private conveyance may be made. Such notice must also be sent to
5 any other person that has a recorded interest in the unit that would
6 be cut off by the sale, but only if the recorded interest was on
7 record seven weeks before the date specified in the notice as the
8 date of any public sale or seven weeks before the date specified in
9 the notice as the date after which a private sale may be made. The
10 notices required under this subsection may be sent to any address
11 reasonable in the circumstances. A sale may not be held until five
12 weeks after the sending of the notice. The association may buy at any
13 public sale and, if the sale is conducted by a fiduciary or other
14 person not related to the association, at a private sale.

15 (b) Unless otherwise agreed to or as stated in this section, the
16 unit owner is liable for any deficiency in a foreclosure sale.

17 (c) The proceeds of a foreclosure sale must be applied in the
18 following order:

19 (i) The reasonable expenses of sale;

20 (ii) The reasonable expenses of securing possession before sale;
21 the reasonable expenses of holding, maintaining, and preparing the
22 unit for sale, including payment of taxes and other governmental
23 charges and premiums on insurance; and, to the extent provided for by
24 agreement between the association and the unit owner, reasonable
25 attorneys' fees, costs, and other legal expenses incurred by the
26 association;

27 (iii) Satisfaction of the association's lien;

28 (iv) Satisfaction in the order of priority of any subordinate
29 claim of record; and

30 (v) Remittance of any excess to the unit owner.

31 (d) A good-faith purchaser for value acquires the unit free of
32 the association's debt that gave rise to the lien under which the
33 foreclosure sale occurred and any subordinate interest, even though
34 the association or other person conducting the sale failed to comply
35 with this section. The person conducting the sale must execute a
36 conveyance to the purchaser sufficient to convey the unit and stating
37 that it is executed by the person after a foreclosure of the
38 association's lien by power of sale and that the person was empowered
39 to make the sale. Signature and title or authority of the person
40 signing the conveyance as grantor and a recital of the facts of

1 nonpayment of the assessment and of the giving of the notices
2 required under this subsection are sufficient proof of the facts
3 recited and of the authority to sign. Further proof of authority is
4 not required even though the association is named as grantee in the
5 conveyance.

6 (e) At any time before the association has conveyed a unit in a
7 cooperative or entered into a contract for its conveyance under the
8 power of sale, the unit owners or the holder of any subordinate
9 security interest may cure the unit owner's default and prevent sale
10 or other conveyance by tendering the performance due under the
11 security agreement, including any amounts due because of exercise of
12 a right to accelerate, plus the reasonable expenses of proceeding to
13 foreclosure incurred to the time of tender, including reasonable
14 attorneys' fees and costs of the creditor.

15 (15) In an action by an association to collect assessments or to
16 foreclose a lien on a unit under this section, the court may appoint
17 a receiver to collect all sums alleged to be due and owing to a unit
18 owner before commencement or during pendency of the action. The
19 receivership is governed under chapter 7.60 RCW. During pendency of
20 the action, the court may order the receiver to pay sums held by the
21 receiver to the association for any assessments against the unit. The
22 exercise of rights under this subsection by the association does not
23 affect the priority of preexisting liens on the unit.

24 (16) Except as provided in subsection (3) of this section, the
25 holder of a mortgage or other purchaser of a unit who obtains the
26 right of possession of the unit through foreclosure is not liable for
27 assessments or installments of assessments that became due prior to
28 such right of possession. Such unpaid assessments are deemed to be
29 common expenses collectible from all the unit owners, including such
30 mortgagee or other purchaser of the unit. Foreclosure of a mortgage
31 does not relieve the prior unit owner of personal liability for
32 assessments accruing against the unit prior to the date of such sale
33 as provided in this subsection.

34 (17) In addition to constituting a lien on the unit, each
35 assessment is the joint and several obligation of the unit owner of
36 the unit to which the same are assessed as of the time the assessment
37 is due. A unit owner may not exempt himself or herself from liability
38 for assessments. In a voluntary conveyance other than by foreclosure,
39 the grantee of a unit is jointly and severally liable with the
40 grantor for all unpaid assessments against the grantor up to the time

1 of the grantor's conveyance, without prejudice to the grantee's right
2 to recover from the grantor the amounts paid by the grantee. Suit to
3 recover a personal judgment for any delinquent assessment is
4 maintainable in any court of competent jurisdiction without
5 foreclosing or waiving the lien securing such sums.

6 (18) The association may from time to time establish reasonable
7 late charges and a rate of interest to be charged, not to exceed the
8 maximum rate calculated under RCW 19.52.020, on all subsequent
9 delinquent assessments or installments of assessments. If the
10 association does not establish such a rate, delinquent assessments
11 bear interest from the date of delinquency at the maximum rate
12 calculated under RCW 19.52.020 on the date on which the assessments
13 became delinquent.

14 (19) The association is entitled to recover any costs and
15 reasonable attorneys' fees incurred in connection with the collection
16 of delinquent assessments, whether or not such collection activities
17 result in a suit being commenced or prosecuted to judgment. The
18 prevailing party is also entitled to recover costs and reasonable
19 attorneys' fees in such suits, including any appeals, if it prevails
20 on appeal and in the enforcement of a judgment.

21 (20) To the extent not inconsistent with this section, the
22 declaration may provide for such additional remedies for collection
23 of assessments as may be permitted by law.

24 (21)(a) When the association mails to the unit owner by first-
25 class mail the first notice of delinquency for past due assessments
26 to the unit address and to any other address that the owner has
27 provided to the association, the association shall include a first
28 preforeclosure notice that states as follows:

29 **THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS**
30 **FROM THE UNIT OWNERS ASSOCIATION TO WHICH YOUR HOME BELONGS.**
31 **THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING**
32 **YOUR HOME.**
33 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**
34 **to assess your situation and refer you to mediation if you might**
35 **benefit. DO NOT DELAY.**
36 **BE CAREFUL** of people who claim they can help you. There are many
37 individuals and businesses that prey upon borrowers in distress.
38 **REFER TO THE CONTACTS BELOW** for sources of assistance.

39 **SEEKING ASSISTANCE**

1 Housing counselors and legal assistance may be available at
2 little or no cost to you. If you would like assistance in determining
3 your rights and opportunities to keep your house, you may contact the
4 following:

5 The statewide foreclosure hotline for assistance and referral to
6 housing counselors recommended by the Housing Finance Commission

7 Telephone: Website:

8 The United States Department of Housing and Urban Development

9 Telephone: Website:

10 The statewide civil legal aid hotline for assistance and
11 referrals to other housing counselors and attorneys

12 Telephone: Website:

13 The association shall obtain the toll-free numbers and website
14 information from the department of commerce for inclusion in the
15 notice.

16 (b) If, when a delinquent account is referred to an association's
17 attorney, the first preforeclosure notice required under (a) of this
18 subsection has not yet been mailed to the unit owner, the association
19 or the association's attorney shall mail the first preforeclosure
20 notice to the unit owner in order to satisfy the requirement in (a)
21 of this subsection.

22 (c) Mailing the first preforeclosure notice pursuant to (a) of
23 this subsection does not satisfy the requirement in subsection
24 (22)(b) of this section to mail a second preforeclosure notice at or
25 after the date that assessments have become past due for at least 90
26 days. The second preforeclosure notice may not be mailed sooner than
27 60 days after the first preforeclosure notice is mailed.

28 (22) An association may not commence an action to foreclose a
29 lien on a unit under this section unless:

30 (a) The unit owner, at the time the action is commenced, owes at
31 least a sum equal to the greater of:

32 (i) Three months or more of assessments, not including fines,
33 late charges, interest, attorneys' fees, or costs incurred by the
34 association in connection with the collection of a delinquent owner's
35 account; or

36 (ii) \$2,000 of assessments, not including fines, late charges,
37 interest, attorneys' fees, or costs incurred by the association in
38 connection with the collection of a delinquent owner's account;

1 (b) At or after the date that assessments have become past due
2 for at least 90 days, but no sooner than 60 days after the first
3 preforeclosure notice required in subsection (21)(a) of this section
4 is mailed, the association has mailed, by first-class mail, to the
5 owner, at the unit address and to any other address which the owner
6 has provided to the association, a second notice of delinquency,
7 which must include a second preforeclosure notice that contains the
8 same information as the first preforeclosure notice provided to the
9 owner pursuant to subsection (21)(a) of this section. The second
10 preforeclosure notice may not be mailed sooner than 60 days after the
11 first preforeclosure notice required in subsection (21)(a) of this
12 section is mailed;

13 (c) At least 90 days have elapsed from the date the minimum
14 amount required in (a) of this subsection has accrued; and

15 (d) The board approves commencement of a foreclosure action
16 specifically against that unit.

17 (23) Every aspect of a collection, foreclosure, sale, or other
18 conveyance under this section, including the method, advertising,
19 time, date, place, and terms, must be commercially reasonable.

20 **Sec. 21.** RCW 64.90.513 and 2022 c 27 s 4 are each amended to
21 read as follows:

22 (1)(a) A unit owners association may not adopt or enforce a
23 restriction, covenant, condition, bylaw, rule, regulation, provision
24 of a governing document, or master deed provision that:

25 (i) Effectively prohibits or unreasonably restricts the
26 installation or use of an electric vehicle charging station in
27 compliance with the requirements of this section and for the personal
28 noncommercial use of a unit owner, within the boundaries of a unit or
29 in a designated parking space; or

30 (ii) Is in conflict with the provisions of this section.

31 (b) Nothing in this section prohibits an association from
32 imposing reasonable restrictions on electric vehicle charging
33 stations. However, it is the policy of the state to promote,
34 encourage, and remove obstacles to the use of electric vehicle
35 charging stations.

36 (c) Notwithstanding (a) or (b) of this subsection, an association
37 of single-family homes, site condominiums, or a planned use
38 development where the units are not immediately adjacent may not

1 require approval of the installation of an electric vehicle charging
2 station unless the electric vehicle charging station:

3 (i) Is installed within or upon a common element; or

4 (ii) Is connected to a common electrical power supply.

5 (2) A unit owners association may require a unit owner to submit
6 an application for approval for the installation of an electric
7 vehicle charging station before installing the charging station
8 unless such installation is exempt from restrictions pursuant to
9 subsection (1)(c) of this section.

10 (3)(a) If approval is required for the installation or use of an
11 electric vehicle charging station subject to subsection (2) of this
12 section, the application for approval must be processed and approved
13 in the same manner as an application for approval of an architectural
14 modification.

15 (b) The approval or denial of an application must be in writing
16 and must not be willfully avoided or delayed.

17 (c) If an application is not denied in writing within 60 days
18 from the date of receipt of the application, the application is
19 deemed approved, unless that delay is the result of a reasonable
20 request for additional information.

21 (d) An association may not assess or charge a unit owner a fee
22 for the placement of an electric vehicle charging station. An
23 association may charge a reasonable fee for processing the
24 application to approve the installation of an electric vehicle
25 charging station, but only if such a fee exists for all applications
26 for approval of architectural modifications.

27 (4) If approval is required for the installation or use of an
28 electric vehicle charging station subject to subsection (2) of this
29 section, a unit owners association must approve the installation
30 within the boundaries of a unit or in a designated parking space if
31 the installation is reasonably possible and the unit owner agrees in
32 writing to:

33 (a) Comply with the association's reasonable architectural
34 standards applicable to the installation of the electric vehicle
35 charging station;

36 (b) Engage an electrical contractor familiar with the standards
37 for the installation of electric vehicle infrastructure to assess the
38 existing infrastructure necessary to support the proposed electric
39 vehicle charging station, identify additional infrastructure needs,
40 and install the electric vehicle charging station;

1 (c)(i) Provide, within the time specified in (c)(ii) of this
2 subsection, a certificate of insurance naming the association as an
3 additional insured on the unit owner's insurance policy for any claim
4 related to the installation, inspection, maintenance, or use of the
5 electric vehicle charging station in a common interest community
6 other than an association of single-family homes, site condominiums,
7 or a planned use development where the units are not immediately
8 adjacent;

9 (ii) A certificate of insurance required under (c)(i) of this
10 subsection must be provided within 14 days after the association
11 approves the installation of the electric vehicle charging station.
12 Reimbursement for an increased insurance premium amount under (c)(i)
13 of this subsection must be provided within 14 days after the unit
14 owner receives the association's invoice for the amount attributable
15 to the charging station;

16 (d) Register the electric vehicle charging station with the
17 association within 30 days after installation;

18 (e) Pay for the electricity usage associated with the electric
19 vehicle charging station and the required means to facilitate payment
20 for the electricity; and

21 (f) Comply with the requirements of this section.

22 (5)(a) A unit owner must obtain any permit or approval for an
23 electric vehicle charging station as required by the local government
24 in which the common interest community is located and comply with all
25 relevant building codes and safety standards.

26 (b) An electric vehicle charging station must meet all applicable
27 health and safety standards and requirements imposed by national,
28 state, or local authorities, and all other applicable zoning, land
29 use or other ordinances, building codes, or land use permits.

30 (6)(a) Unless otherwise agreed to by written contract with the
31 unit owners association, a unit owner is responsible for the costs of
32 installing an electric vehicle charging station.

33 (b) Electric vehicle charging station equipment that is installed
34 at the unit owner's cost and is removable without damage to the
35 property owned by others may be removed at the unit owner's cost.
36 Nothing in this subsection requires the association to purchase the
37 electric vehicle charging station.

38 (7) ((A)) When an installed electric vehicle charging station is
39 not exempt from restrictions pursuant to subsection (1)(c) of this

1 section, a unit owner must disclose to any prospective buyers of the
2 unit:

3 (a) The existence of an electric vehicle charging station and the
4 related responsibilities of the owner under this section; and

5 (b) Whether the electric vehicle charging station is removable
6 and whether the owner intends to remove the charging station.

7 (8) (~~The~~) Except as set forth in the governing documents and
8 without regard for when an electric vehicle charging station was
9 first put into service and the location of any components thereof,
10 the owner and each successive owner of an electric vehicle charging
11 station exclusively serving the owner's unit is responsible for:

12 (a) Costs for the inspection, maintenance, repair, and
13 replacement of the electric vehicle charging station up until the
14 station is removed;

15 (b) Costs for damage to the electric vehicle charging station,
16 any unit, common element, or limited common element resulting from
17 the installation, use, inspection, maintenance, repair, removal, or
18 replacement of the electric vehicle charging station;

19 (c) The cost of electricity associated with the electric vehicle
20 charging station;

21 (d) Obtaining and maintaining an insurance policy that meets the
22 requirements in subsection (4) (c) of this section;

23 (e) If the owner decides to remove the electric vehicle charging
24 station, costs for the removal and the restoration of the common
25 element or limited common element after the removal; and

26 (f) Removing the electric vehicle charging station if reasonably
27 necessary for the inspection, repair, maintenance, or replacement of
28 the common element or limited common element.

29 (9) A unit owners association may install an electric vehicle
30 charging station in the common elements for the use of all unit
31 owners and, in that case, the association must develop appropriate
32 terms of use for the charging station.

33 (10)(a) A unit owners association that willfully violates this
34 section is liable to the unit owner for actual damages, and shall pay
35 a civil penalty to the unit owner in an amount not to exceed \$1,000.

36 (b) In any action by a unit owner requesting to have an electric
37 vehicle charging station installed and seeking to enforce compliance
38 with this section, the court shall award reasonable attorneys' fees
39 and costs to any prevailing unit owner.

1 (11) The definitions in this subsection apply throughout this
2 section unless the context clearly requires otherwise.

3 (a) "Designated parking space" means a parking space that is
4 specifically designated for use by a particular unit owner, including
5 a garage, a deeded parking space, and a parking space in a limited
6 common element that is restricted for use by one or more unit owners.

7 (b) "Electric vehicle charging station" means a station that
8 delivers electricity from a source outside an electric vehicle into
9 one or more electric vehicles. An electric vehicle charging station
10 may include several charge points simultaneously connecting several
11 electric vehicles to the station and any related equipment needed to
12 facilitate charging plug-in electric vehicles.

13 (c) "Reasonable restriction" means a restriction that does not
14 significantly increase the cost of an electric vehicle charging
15 station or significantly decrease its efficiency or specified
16 performance.

17 **Sec. 22.** RCW 64.90.525 and 2018 c 277 s 326 are each amended to
18 read as follows:

19 (1)(a) Within thirty days after adoption of any proposed budget
20 for the common interest community, the board must provide a copy of
21 the budget to all the unit owners and set a date for a meeting of the
22 unit owners to consider ratification of the budget not less than
23 fourteen nor more than fifty days after providing the budget. Unless
24 at that meeting the unit owners of units to which a majority of the
25 votes in the association are allocated or any larger percentage
26 specified in the declaration reject the budget, the budget and the
27 assessments against the units included in the budget are ratified,
28 whether or not a quorum is present.

29 (b) If the proposed budget is rejected or the required notice is
30 not given, the periodic budget last ratified by the unit owners
31 continues until the unit owners ratify a subsequent budget proposed
32 by the board.

33 (2) The budget must include:

34 (a) The projected income to the association by category;

35 (b) The projected common expenses (~~and those specially allocated~~
36 ~~expenses that are subject to being budgeted, both~~) by category;

37 (c) The amount of the assessments per unit and the date the
38 assessments are due;

1 (d) The current amount of regular assessments budgeted for
2 contribution to the reserve account;

3 (e) A statement of whether the association has a reserve study
4 that meets the requirements of RCW 64.90.550 and, if so, the extent
5 to which the budget meets or deviates from the recommendations of
6 that reserve study; and

7 (f) The current deficiency or surplus in reserve funding
8 expressed on a per unit basis.

9 (3) The board, at any time, may propose a special assessment. The
10 assessment is effective only if the board follows the procedures for
11 ratification of a budget described in subsection (1) of this section
12 and the unit owners do not reject the proposed assessment. The board
13 may provide that the special assessment may be due and payable in
14 installments over any period it determines and may provide a discount
15 for early payment.

16 **Sec. 23.** RCW 64.90.530 and 2018 c 277 s 327 are each amended to
17 read as follows:

18 (1) The association must prepare, or cause to be prepared, at
19 least annually, a financial statement of the association in
20 accordance with accrual based accounting practices.

21 (2) The financial statements of associations with annual
22 assessments of (~~fifty thousand dollars~~) \$50,000 or more must be
23 audited at least annually by a certified public accountant. In the
24 case of an association with annual assessments of less than (~~fifty~~
25 ~~thousand dollars~~) \$50,000, an annual audit is also required but may
26 be waived annually by unit owners other than the declarant of units
27 to which a majority of the votes in the association are allocated,
28 excluding the votes allocated to units owned by the declarant.

29 (3) The association must keep all funds of the association in the
30 name of the association with a qualified financial institution,
31 except as provided in RCW 64.90.535. The funds must not be commingled
32 with the funds of any other association or with the funds of any
33 managing agent of the association or any other person, or be kept in
34 any trust account or custodial account in the name of any trustee or
35 custodian.

36 (4) A managing agent who accepts or receives funds belonging to
37 the association must promptly deposit all such funds into an account
38 maintained by the association as provided in subsection (3) of this
39 section or RCW 64.90.535, as appropriate.

1 **Sec. 24.** RCW 64.90.535 and 2018 c 277 s 328 are each amended to
2 read as follows:

3 (1) An association required to obtain a reserve study pursuant to
4 RCW 64.90.545 must establish one or more accounts for the deposit of
5 funds, if any, for the replacement costs of reserve components. ((Any
6 reserve account must be an income-earning account maintained under
7 the direct control of the board, and the board is responsible for
8 administering the reserve account.)) Reserve accounts must be
9 maintained such that reserve funds are not commingled with other
10 funds of the association.

11 (2)(a) Except as otherwise provided in this subsection, reserve
12 funds must be held in an interest-bearing account at a financial
13 institution domiciled in the United States that is regulated by FINRA
14 or by the office of the comptroller of the currency. The reserve
15 account must be maintained by the board and titled solely in the name
16 of the association, with authorized signatories for the account added
17 or removed only at the direction of the board. The board is
18 responsible for administering the reserve account.

19 (b)(i) Notwithstanding any contrary requirements of this section
20 and the governing documents, reserve funds may be held in cash or
21 invested in money market funds, certificates of deposit, or United
22 States treasury bills, notes, or bonds. Any decision by the board to
23 hold funds in certificates of deposit or United States treasury
24 bills, notes, or bonds must consider all factors enumerated by RCW
25 11.100.020(3).

26 (ii) Decisions related to reserve funds held pursuant to this
27 subsection (2)(b) must be made by the board, except the board may
28 delegate decisions for maintaining funds in timed deposit durations
29 less than or equal to 100 days. Such decisions must adhere to a duly
30 adopted policy or resolution approved by the board that:

31 (A) Incorporates the factors enumerated by RCW 11.100.020(3);

32 (B) Complies with this chapter; and

33 (C) Complies with any greater requirements imposed by the
34 governing documents.

35 (c) Unless provided otherwise by the governing documents, reserve
36 funds may be invested in securities, provided that:

37 (i)(A) Except as provided in (c)(i)(B) of this subsection, new
38 investments in securities, including reinvestments: (I) May only be
39 made when the total value of reserve funds is equal to or greater
40 than \$250,000; and (II) may not be made if the total value of reserve

1 funds held in accounts described in (b) of this subsection would be
2 less than 50 percent upon making the new investment.

3 (B) The owners of units to which at least 75 percent of the votes
4 in the association are allocated may vote to invest, including
5 reinvestments, up to 100 percent of any available reserve funds
6 subject to the additional requirements of this section;

7 (ii) The investments are approved as part of the budget
8 ratification process under RCW 64.90.525;

9 (iii) The investments are administered according to the standards
10 established by RCW 11.100.020; and

11 (iv) The investments are administered by a qualified third-party
12 fiduciary or directly by the board in consultation with an
13 independent, qualified investment adviser as defined in RCW
14 21.20.005.

15 (d) For purposes of this subsection:

16 (i) "FINRA" has the same meaning as defined in RCW 48.23.015;

17 (ii) "Independent" means a person who:

18 (A) Is not an employee, officer, or director of the association;

19 (B) Is not an immediate family member or affiliate, as these
20 terms are defined in RCW 64.90.485, of an employee, officer, or
21 director of the association; and

22 (C) Has no pecuniary interest in the association.

23 (iii) "Securities" has the same meaning as "security" as defined
24 in RCW 21.20.005, but does not include accounts described in (a) or
25 (b)(i) of this subsection.

26 (3) Except for investments and transfers between separate reserve
27 accounts held by the same association, every disbursement of reserve
28 funds requires:

29 (a) The signature of at least two persons who are officers or
30 directors of the association; and

31 (b) Documentation of the expenses with supporting invoices
32 including:

33 (i) Assigned components of the reserve study relating to the
34 disbursement and their classification such as, but not limited to,
35 common elements, residential common elements, or commercial common
36 elements;

37 (ii) A statement that the disbursement is related to one or more
38 reserve components not currently included in the reserve study and
39 their classification such as, but not limited to, common elements,
40 residential common elements, commercial common elements; or

1 (iii) A statement indicating a disbursement to borrow from the
2 reserve that includes the repayment plan required by RCW
3 64.90.540(1).

4 **Sec. 25.** RCW 64.90.580 and 2024 c 128 s 4 are each amended to
5 read as follows:

6 (1)(a) A unit owners association may not adopt or enforce a
7 restriction, covenant, condition, bylaw, rule, regulation, provision
8 of a governing document, or master deed provision that:

9 (i) Effectively prohibits or unreasonably restricts the
10 installation or use of a heat pump in compliance with the
11 requirements of this section and for the personal use of a unit owner
12 within the boundaries of a unit; or

13 (ii) Is in conflict with the provisions of this section.

14 (b) Nothing in this section prohibits an association from
15 imposing reasonable restrictions on heat pumps.

16 (c) This section must not be construed to permit installation by
17 a unit owner of heat pump equipment on or in common elements without
18 approval of the board which shall not be unreasonably withheld.

19 (2) A unit owners association may require a unit owner to submit
20 an application for approval for the installation of a heat pump
21 before installing the heat pump.

22 (3)(a) If approval is required for the installation of a heat
23 pump, the application for approval must be processed and approved in
24 the same manner as an application for approval of an architectural
25 modification.

26 (b) The approval or denial of an application must be in writing
27 and must not be willfully avoided or delayed.

28 (c) If an application is not denied in writing within 60 days
29 from the date of receipt of the application, the application is
30 deemed approved, unless that delay is the result of a reasonable
31 request for additional information.

32 (d) An association may not assess or charge a unit owner a fee
33 for the installation of a heat pump. An association may charge a
34 reasonable fee for processing the application to approve the
35 installation of a heat pump, but only if such a fee exists for all
36 applications for approval of architectural modifications.

37 (4) If approval is required for the installation of a heat pump,
38 a unit owners association must approve the installation if the

1 installation is reasonably possible and the unit owner agrees in
2 writing to:

3 (a) Comply with the association's reasonable architectural
4 standards applicable to the installation of the heat pump;

5 (b) Engage a heating, ventilation, and air conditioning (HVAC)
6 contractor familiar with the standards for the installation of heat
7 pumps to assess the existing infrastructure necessary to support the
8 proposed heat pump, identify additional infrastructure needs, and
9 install the heat pump; and

10 (c) Comply with the requirements of this section.

11 (5) (a) A unit owner must obtain any permit or approval for a heat
12 pump as required by the local government in which the common interest
13 community is located and comply with all relevant building codes and
14 safety standards.

15 (b) A heat pump must meet all applicable health and safety
16 standards and requirements imposed by national, state, or local
17 authorities, and all other applicable zoning, land use or other
18 ordinances, building codes, or land use permits.

19 (6) (a) Unless otherwise agreed to by written contract with the
20 unit owners association, a unit owner is responsible for the costs of
21 installing a heat pump.

22 (b) Heat pump equipment that is installed at the unit owner's
23 cost and is removable without damage to the property owned by others
24 may be removed at the unit owner's cost.

25 (7) (~~the~~) Except as set forth in the governing documents and
26 without regard for when a heat pump was first put into service and
27 the location of any components thereof, the unit owner and each
28 successive owner of (~~the~~) a heat pump exclusively serving the
29 owner's unit is responsible for:

30 (a) Costs for the inspection, maintenance, repair, and
31 replacement of the heat pump up until the heat pump is removed;

32 (b) Costs for damage to the heat pump, any unit, common element,
33 or limited common element resulting from the installation,
34 inspection, use, maintenance, repair, removal, or replacement of the
35 heat pump;

36 (c) If the unit owner decides to remove the heat pump, costs for
37 the removal and the restoration of the common elements or limited
38 common elements after the removal; and

1 (d) Removing heat pump equipment if reasonably necessary for the
2 inspection, repair, maintenance, or replacement of the common element
3 or limited common element.

4 (8)(a) A unit owners association that willfully violates this
5 section is liable to the unit owner for actual damages, and shall pay
6 a civil penalty to the unit owner in an amount not to exceed \$1,000.

7 (b) In any action by a unit owner requesting to have a heat pump
8 installed and seeking to enforce compliance with this section, the
9 court shall award reasonable attorneys' fees and costs to any
10 prevailing unit owner.

11 (9) For the purposes of this section:

12 (a) "Heat pump" means a heating or refrigerating system used to
13 transfer heat. The heat pump condenser and evaporator may change
14 roles to transfer heat in either direction. By receiving the flow of
15 air or other fluid, a heat pump is used to cool or heat.

16 (b) "Reasonable restriction" means a restriction that does not
17 significantly increase the cost of a heat pump or significantly
18 decrease its efficiency or specified performance.

19 **Sec. 26.** RCW 64.90.600 and 2018 c 277 s 401 are each amended to
20 read as follows:

21 (1) RCW 64.90.605 through 64.90.695 apply to all units subject to
22 this chapter, except as provided in subsections (2) and (3) of this
23 section.

24 (2) RCW 64.90.605 through 64.90.695 do not apply in the case of:

25 (a) A conveyance by gift, devise, or descent;

26 (b) A conveyance pursuant to court order;

27 (c) A conveyance by a government or governmental agency;

28 (d) A conveyance by foreclosure;

29 (e) A conveyance of all of the units in a common interest
30 community in a single transaction;

31 (f) A conveyance to other than a purchaser;

32 (g) An agreement to convey that may be canceled at any time and
33 for any reason by the purchaser without penalty;

34 (h) A conveyance of a unit restricted to nonresidential uses,
35 except and to the extent otherwise agreed to in writing by the seller
36 and purchaser of that unit.

37 (3) RCW 64.90.665, 64.90.670, 64.90.675, 64.90.680, 64.90.690,
38 and 64.90.695 apply only to condominiums created under this chapter,
39 and do not apply to other common interest communities.

1 (4) RCW 64.90.640 applies to all units subject to this chapter
2 unless the buyer of a unit within a common interest community has
3 expressly waived the receipt of a resale certificate because it is
4 unavailable. For purposes of this subsection and RCW 64.90.640(1), a
5 resale certificate is unavailable if:

6 (a) The seller attests that the association failed to provide the
7 resale certificate within 10 days of request and delivery of payment
8 pursuant to the requirements of RCW 64.90.640(2);

9 (b) The seller indicates in the seller disclosure statement
10 required by chapter 64.06 RCW that there is no homeowners association
11 and no regular periodic assessments;

12 (c) The seller attests that they have owned the property for at
13 least 365 days and, to the best of the seller's knowledge, the
14 association has not sent notice of an annual meeting, budget
15 ratification, or assessments, or attempted to enforce the covenants
16 in the last five years or since the seller purchased the property,
17 whichever is less; or

18 (d) The seller attests that they have made three good faith
19 attempts to request the resale certificate and remit payment to the
20 association or its authorized agent and has not received a response
21 within three business days.

22 **Sec. 27.** RCW 64.90.610 and 2024 c 321 s 327 are each amended to
23 read as follows:

24 (1) A public offering statement must contain the following
25 information:

26 (a) The name and address of the declarant;

27 (b) The name and address or location of the management company,
28 if any;

29 (c) The relationship of the management company to the declarant,
30 if any;

31 (d) The name and address of the common interest community;

32 (e) A statement whether the common interest community is a
33 condominium, cooperative, plat community, or miscellaneous community;

34 (f) A list, current as of the date the public offering statement
35 is prepared, of up to the five most recent common interest
36 communities in which at least one unit was sold by the declarant or
37 an affiliate of the declarant within the past five years, including
38 the names of the common interest communities and their addresses;

39 (g) The nature of the interest being offered for sale;

1 (h) A general description of the common interest community,
2 including to the extent known to the declarant, the types and number
3 of buildings that the declarant anticipates including in the common
4 interest community and the declarant's schedule of commencement and
5 completion of such buildings and principal common amenities;

6 (i) The status of construction of the units and common elements,
7 including estimated dates of completion if not completed;

8 (j) The number of existing units in the common interest
9 community;

10 (k) Brief descriptions of (i) the existing principal common
11 amenities, (ii) those amenities that will be added to the common
12 interest community, and (iii) those amenities that may be added to
13 the common interest community;

14 (l) A brief description of the limited common elements, other
15 than those described in RCW 64.90.210 (1)(b) and (3), that may be
16 allocated to the units being offered for sale;

17 (m) The identification of any rights of persons other than unit
18 owners to use any of the common elements, and a description of the
19 terms of such use;

20 (n) The identification of any real property not in the common
21 interest community that unit owners have a right to use and a
22 description of the terms of such use;

23 (o) Any services the declarant provides or expenses that the
24 declarant pays that are not reflected in the budget, but that the
25 declarant expects may become at any subsequent time a common expense
26 of the association, and the projected common expense attributable to
27 each of those services or expenses;

28 (p) An estimate of any assessment or payment required by the
29 declaration to be paid by the purchaser of a unit at closing;

30 (q) A brief description of any liens or monetary encumbrances on
31 the title to the common elements that will not be discharged at
32 closing;

33 (r) A brief description or a copy of any express construction
34 warranties to be provided to the purchaser;

35 (s) A statement, as required under RCW 64.35.210, as to whether
36 the units or common elements of the common interest community are
37 covered by a qualified warranty;

38 (t) If applicable to the common interest community, a statement
39 whether the common interest community contains any multiunit

1 residential building subject to chapter 64.55 RCW and, if so,
2 whether:

3 (i) The building enclosure has been designed and inspected to the
4 extent required under RCW 64.55.010 through 64.55.090; and

5 (ii) Any repairs required under RCW 64.55.090 have been made;

6 (u) A statement of any unsatisfied judgments or pending suits
7 against the association and the status of any pending suits material
8 to the common interest community of which the declarant has actual
9 knowledge;

10 (v) A statement of any litigation brought by an owners
11 association, unit owner, or governmental entity in which the
12 declarant or any affiliate of the declarant has been a defendant
13 arising out of the construction, sale, or administration of any
14 common interest community within the previous five years, together
15 with the results of the litigation, if known;

16 (w) A brief description of:

17 (i) Any restrictions on use or occupancy of the units contained
18 in the governing documents;

19 (ii) Any restrictions on the renting or leasing of units by the
20 declarant or other unit owners contained in the governing documents;

21 (iii) Any rights of first refusal to lease or purchase any unit
22 or any of the common elements contained in the governing documents;
23 and

24 (iv) Any restriction on the amount for which a unit may be sold
25 or on the amount that may be received by a unit owner on sale;

26 (x) A description of the insurance coverage provided for the
27 benefit of unit owners;

28 (y) Any current or expected fees or charges not included in the
29 common expenses to be paid by unit owners for the use of the common
30 elements and other facilities related to the common interest
31 community, together with any fees or charges not included in the
32 common expenses to be paid by unit owners to any master or other
33 association;

34 (z) The extent, if any, to which bonds or other assurances from
35 third parties have been provided for completion of all improvements
36 that the declarant is obligated to build pursuant to RCW 64.90.695;

37 (aa) In a cooperative, a statement whether the unit owners are
38 entitled, for federal, state, and local income tax purposes, to a
39 pass-through of any deductions for payments made by the association

1 for real estate taxes and interest paid to the holder of a security
2 interest encumbering the cooperative;

3 (bb) In a cooperative, a statement as to the effect on every unit
4 owner's interest in the cooperative if the association fails to pay
5 real estate taxes or payments due to the holder of a security
6 interest encumbering the cooperative;

7 (cc) In a leasehold common interest community, a statement
8 whether the expiration or termination of any lease may terminate the
9 common interest community or reduce its size, the recording number of
10 any such lease or a statement of where the complete lease may be
11 inspected, the date on which such lease is scheduled to expire, a
12 description of the real estate subject to such lease, a statement
13 whether the unit owners have a right to redeem the reversion, a
14 statement whether the unit owners have a right to remove any
15 improvements at the expiration or termination of such lease, a
16 statement of any rights of the unit owners to renew such lease, and a
17 reference to the sections of the declaration where such information
18 may be found;

19 (dd) A summary of, and information on how to obtain a full copy
20 of, any reserve study and a statement as to whether or not it was
21 prepared in accordance with RCW 64.90.545 and 64.90.550 or the
22 governing documents;

23 (ee) A brief description of any arrangement described in RCW
24 64.90.110 binding the association;

25 (ff) The estimated current common expense liability for the units
26 being offered;

27 (gg) Except for real property taxes, real property assessments
28 and utility liens, any assessments, fees, or other charges known to
29 the declarant and which, if not paid, may constitute a lien against
30 any unit or common elements in favor of any governmental agency;

31 (hh) A brief description of any parts of the common interest
32 community, other than the owner's unit, which any owner must
33 maintain;

34 (ii) Whether timesharing is permitted or prohibited, and, if
35 permitted, a statement that the purchaser of a timeshare unit is
36 entitled to receive the disclosure document required under chapter
37 64.36 RCW;

38 (jj) If the common interest community is subject to any special
39 declarant rights, the information required under RCW 64.90.615;

1 (kk) Any liens on real estate to be conveyed to the association
2 required to be disclosed pursuant to RCW 64.90.650(3)(b);

3 (ll) A list of any physical hazards known to the declarant that
4 particularly affect the common interest community or the immediate
5 vicinity in which the common interest community is located and which
6 are not readily ascertainable by the purchaser;

7 (mm) Any building code violation of which the declarant has
8 actual knowledge and which has not been corrected;

9 (nn) If the common interest community contains one or more
10 conversion buildings, the information required under RCW 64.90.620
11 and 64.90.655(6)(a);

12 (oo) If the public offering statement is related to conveyance of
13 a unit in a multiunit residential building as defined in RCW
14 64.55.010, for which the final certificate of occupancy was issued
15 more than 60 calendar months prior to the preparation of the public
16 offering statement either: A copy of a report prepared by an
17 independent, licensed architect or engineer or a statement by the
18 declarant based on such report that describes, to the extent
19 reasonably ascertainable, the present condition of all structural
20 components and mechanical and electrical installations of the
21 conversion buildings material to the use and enjoyment of the
22 conversion buildings;

23 (pp) Any other information and cross-references that the
24 declarant believes will be helpful in describing the common interest
25 community to the recipients of the public offering statement, all of
26 which may be included or not included at the option of the declarant;

27 (qq) A description of any age-related occupancy restrictions
28 affecting the common interest community; and

29 (rr) (~~(In a condominium, plat community, or miscellaneous~~
30 ~~community containing a unit not having horizontal boundaries~~
31 ~~described in the declaration, a) A statement whether the unit may be~~
32 sold without consent of all the unit owners after termination of the
33 common interest community under RCW 64.90.290.

34 (2) The public offering statement must begin with notices
35 substantially in the following forms and in conspicuous type:

36 (a) "RIGHT TO CANCEL. (1) You are entitled to receive a copy of
37 this public offering statement and all material amendments to this
38 public offering statement before conveyance of your unit. Under RCW
39 64.90.635, you have the right to cancel your contract for the
40 purchase of your unit within seven days after first receiving this

1 public offering statement. If this public offering statement is first
2 provided to you more than seven days before you sign your contract
3 for the purchase of your unit, you have no right to cancel your
4 contract. If this public offering statement is first provided to you
5 seven days or less before you sign your contract for the purchase of
6 your unit, you have the right to cancel, before conveyance of the
7 unit, the executed contract by delivering, no later than the seventh
8 day after first receiving this public offering statement, a notice of
9 cancellation pursuant to section (3) of this notice. If this public
10 offering statement is first provided to you less than seven days
11 before the closing date for the conveyance of your unit, you may,
12 before conveyance of your unit to you, extend the closing date to a
13 date not more than seven days after you first received this public
14 offering statement, so that you may have seven days to cancel your
15 contract for the purchase of your unit.

16 (2) You have no right to cancel your contract upon receipt of an
17 amendment to this public offering statement; however, this does not
18 eliminate any right to rescind your contract, due to the disclosure
19 of the information in the amendment, that is otherwise available to
20 you under generally applicable contract law.

21 (3) If you elect to cancel your contract pursuant to this notice,
22 you may do so by hand-delivering notice of cancellation, or by
23 mailing notice of cancellation by prepaid United States mail, to the
24 seller at the address set forth in this public offering statement or
25 at the address of the seller's registered agent for service of
26 process. The date of such notice is the date of receipt, if hand-
27 delivered, or the date of deposit in the United States mail, if
28 mailed. Cancellation is without penalty, and all payments made to the
29 seller by you before cancellation must be refunded promptly."

30 (b) "OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS. This
31 public offering statement is a summary of some of the significant
32 aspects of purchasing a unit in this common interest community. The
33 governing documents and the purchase agreement are complex, contain
34 other important information, and create binding legal obligations.
35 You should consider seeking the assistance of legal counsel."

36 (c) "OTHER REPRESENTATIONS. You may not rely on any statement,
37 promise, model, depiction, or description unless it is (1) contained
38 in the public offering statement delivered to you or (2) made in
39 writing signed by the declarant or dealer or the declarant's or
40 dealer's agent identified in the public offering statement. A

1 statement of opinion, or a commendation of the real estate, its
2 quality, or its value, does not create a warranty, and a statement,
3 affirmation, promise, model, depiction, or description does not
4 create a warranty if it discloses that it is only proposed, is not
5 representative, or is subject to change."

6 (d) "MODEL UNITS. Model units are intended to provide you with a
7 general idea of what a finished unit might look like. Units being
8 offered for sale may vary from the model unit in terms of floor plan,
9 fixtures, finishes, and equipment. You are advised to obtain specific
10 information about the unit you are considering purchasing."

11 (e) "RESERVE STUDY. The association [does] [does not] have a
12 current reserve study. Any reserve study should be reviewed
13 carefully. It may not include all reserve components that will
14 require major maintenance, repair, or replacement in future years,
15 and may not include regular contributions to a reserve account for
16 the cost of such maintenance, repair, or replacement. You may
17 encounter certain risks, including being required to pay as a special
18 assessment your share of expenses for the cost of major maintenance,
19 repair, or replacement of a reserve component, as a result of the
20 failure to: (1) Have a current reserve study or fully funded
21 reserves, (2) include a component in a reserve study, or (3) provide
22 any or sufficient contributions to a reserve account for a
23 component."

24 (f) "DEPOSITS AND PAYMENTS. Only earnest money and reservation
25 deposits are required to be placed in an escrow or trust account. Any
26 other payments you make to the seller of a unit are at risk and may
27 be lost if the seller defaults."

28 (g) "CONSTRUCTION DEFECT CLAIMS. Chapter 64.50 RCW contains
29 important requirements you must follow before you may file a lawsuit
30 for defective construction against the seller or builder of your
31 home. Forty-five days before you file your lawsuit, you must deliver
32 to the seller or builder a written notice of any construction
33 conditions you allege are defective and provide your seller or
34 builder the opportunity to make an offer to repair or pay for the
35 defects. You are not obligated to accept any offer made by the
36 builder or seller. There are strict deadlines and procedures under
37 state law, and failure to follow them may affect your ability to file
38 a lawsuit."

39 (h) "ASSOCIATION INSURANCE. The extent to which association
40 insurance provides coverage for the benefit of unit owners (including

1 furnishings, fixtures, and equipment in a unit) is determined by the
2 provisions of the declaration and the association's insurance policy,
3 which may be modified from time to time. You and your personal
4 insurance agent should read the declaration and the association's
5 policy prior to closing to determine what insurance is required of
6 the association and unit owners, unit owners' rights and duties, what
7 is and is not covered by the association's policy, and what
8 additional insurance you should obtain."

9 (i) "QUALIFIED WARRANTY. Your unit [is] [is not] covered by a
10 qualified warranty under chapter 64.35 RCW."

11 (j) "THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND
12 IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN
13 INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE
14 "GOVERNING DOCUMENTS").

15 THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A MEMBER OF THE
16 ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS.

17 THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON
18 THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO
19 THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS,
20 FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION,
21 INCLUDING REASONABLE ATTORNEYS' FEES.

22 THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL UNIT FOR
23 ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY
24 ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE UNIT AND LOSS
25 OF THE UNIT THROUGH FORECLOSURE.

26 THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES
27 TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND
28 MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF (~~(THE)~~) THE UNIT,
29 DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

30 PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE FINANCIAL
31 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE
32 ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE
33 GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE
34 RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT
35 INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER
36 SEEKING THE ASSISTANCE OF LEGAL COUNSEL."

37 (3) The public offering statement must include copies of each of
38 the following documents: The declaration; the map; the organizational
39 documents; the rules, if any; the current or proposed budget for the
40 association; a dated balance sheet of the association; any inspection

1 and repair report or reports prepared in accordance with the
2 requirements of RCW 64.55.090; and any qualified warranty provided to
3 a purchaser by a declarant together with a history of claims under
4 the qualified warranty. If any of these documents are not in final
5 form, the documents must be marked "draft" and, before closing the
6 sale of a unit, the purchaser must be given notice of any material
7 changes to the draft documents.

8 (4) A declarant must promptly amend the public offering statement
9 to reflect any material change in the information required under this
10 section.

11 **Sec. 28.** RCW 64.90.635 and 2024 c 321 s 328 are each amended to
12 read as follows:

13 (1) A person required to deliver a public offering statement
14 pursuant to RCW 64.90.605(3)(a) shall provide a purchaser with a copy
15 of the public offering statement and all amendments thereto before
16 conveyance of the unit(~~(, and not later than the date of any contract~~
17 ~~of sale)).~~ The purchaser may cancel a contract for the purchase of
18 the unit within seven days after first receiving the public offering
19 statement. If the public offering statement is first provided to a
20 purchaser more than seven days before execution of a contract for the
21 purchase of a unit, the purchaser does not have the right under this
22 section to cancel the executed contract. If the public offering
23 statement is first provided to a purchaser seven days or less before
24 the purchaser signs a contract for the purchase of a unit, the
25 purchaser, before conveyance of the unit to the purchaser, may cancel
26 the contract by delivering, no later than the seventh day after first
27 receiving the public offering statement, a notice of cancellation,
28 delivered pursuant to subsection (3) of this section. If the public
29 offering statement is first provided to a purchaser less than seven
30 days before the closing date for the conveyance of that unit, the
31 purchaser may, before conveyance of the unit to the purchaser, extend
32 the closing date to a date not more than seven days after the
33 purchaser first received the public offering statement.

34 (2) A purchaser does not have the right under this section to
35 cancel a contract upon receipt of an amendment to a public offering
36 statement. This subsection does not eliminate any right that is
37 otherwise available to the purchaser under generally applicable
38 contract law to rescind the contract due to a material change in the
39 information disclosed in the amendment.

1 (3) If a purchaser elects to cancel a contract under subsection
2 (1) of this section, the purchaser may do so by hand-delivering
3 notice of cancellation, or by mailing notice of cancellation by
4 prepaid United States mail, to the declarant at the address set forth
5 in the public offering statement or at the address of the declarant's
6 registered agent for service of process. The date of such notice is
7 the date of receipt of delivery, if hand-delivered, or the date of
8 deposit in the United States mail, if mailed. Cancellation is without
9 penalty, and all payments made to the seller by the purchaser before
10 cancellation must be refunded promptly. There is no liability for
11 failure to deliver any amendment unless such failure would have
12 entitled the purchaser under generally applicable legal principles to
13 cancel the contract for the purchase of the unit had the undisclosed
14 information been evident to the purchaser before the closing of the
15 purchase.

16 (4) The language of the notice required under RCW 64.90.610(2)(a)
17 must not be construed to modify the rights set forth in this section.

18 **Sec. 29.** RCW 64.90.640 and 2024 c 321 s 329 are each amended to
19 read as follows:

20 (1) Except in the case of a sale when delivery of a public
21 offering statement is required, or unless exempt under RCW
22 64.90.600(2) or unless the buyer of a unit within a common interest
23 community has expressly waived the right to receive a resale
24 certificate because it is unavailable as provided in RCW
25 64.90.600(4), a unit owner must furnish to a purchaser before
26 execution of any contract for sale of a unit, or otherwise before
27 conveyance, a resale certificate, signed by an officer or authorized
28 agent of the association and based on the books and records of the
29 association and the actual knowledge of the person signing the
30 certificate, containing:

31 (a) A statement disclosing any right of first refusal or other
32 restraint on the free alienability of the unit contained in the
33 declaration;

34 (b) With respect to the selling unit owner's unit, a statement
35 setting forth the amount of any assessment currently due, any
36 delinquent assessments, and a statement of any special assessments
37 that have been levied and have not been paid even though not yet due;

1 (c) A statement, which must be current to within 45 days, of any
2 assessments against any unit in the condominium that are past due
3 over 30 days;

4 (d) A statement, which must be current to within 45 days, of any
5 monetary obligation of the association that is past due over 30 days;

6 (e) A statement of any other fees payable to the association by
7 unit owners;

8 (f) A statement of any expenditure or anticipated repair or
9 replacement cost reasonably anticipated to be in excess of five
10 percent of the board-approved annual budget of the association,
11 regardless of whether the unit owners are entitled to approve such
12 cost;

13 (g) A statement whether the association does or does not have a
14 reserve study prepared in accordance with RCW 64.90.545 and
15 64.90.550;

16 (h) The annual financial statement of the association, including
17 the audit report if it has been prepared, for the year immediately
18 preceding the current year;

19 (i) The most recent balance sheet and revenue and expense
20 statement, if any, of the association;

21 (j) The current operating budget of the association;

22 (k) A statement of any unsatisfied judgments against the
23 association and the status of any legal actions in which the
24 association is a party or a claimant as defined in RCW 64.50.010;

25 (l) A statement describing any insurance coverage carried by the
26 association and contact information for the association's insurance
27 broker or agent;

28 (m) A statement as to whether the board has given or received
29 notice in a record that any existing uses, occupancies, alterations,
30 or improvements in or to the seller's unit or to the limited common
31 elements allocated to the unit violate any provision of the governing
32 documents;

33 (n) A statement of the number of units, if any, still owned by
34 the declarant, whether the declarant has transferred control of the
35 association to the unit owners, and the date of such transfer;

36 (o) A statement as to whether the board has received notice in a
37 record from a governmental agency of any violation of environmental,
38 health, or building codes with respect to the seller's unit, the
39 limited common elements allocated to that unit, or any other portion
40 of the common interest community that has not been cured;

1 (p) A statement of the remaining term of any leasehold estate
2 affecting the common interest community and the provisions governing
3 any extension or renewal of the leasehold estate;

4 (q) A statement of any restrictions in the declaration affecting
5 the amount that may be received by a unit owner upon sale;

6 (r) In a cooperative, an accountant's statement, if any was
7 prepared, as to the deductibility for federal income tax purposes by
8 the unit owner of real estate taxes and interest paid by the
9 association;

10 (s) A statement describing any pending sale or encumbrance of
11 common elements;

12 (t) A statement disclosing the effect on the unit to be conveyed
13 of any restriction on the right to use or occupy the unit, including
14 a restriction on a lease or other rental of the unit;

15 (u) A copy of the declaration, the organizational documents, the
16 rules or regulations of the association, the minutes of board
17 meetings and association meetings, except for any information exempt
18 from disclosure under RCW 64.90.495(3), for the last 12 months, a
19 summary of the current reserve study for the association, and any
20 other information reasonably requested by mortgagees of prospective
21 purchasers of units. Information requested generally by the federal
22 national mortgage association, the federal home loan bank board, the
23 government national mortgage association, the veterans
24 administration, or the department of housing and urban development is
25 deemed reasonable if the information is reasonably available to the
26 association;

27 (v) A statement whether the units or common elements of the
28 common interest community are covered by a qualified warranty under
29 chapter 64.35 RCW and, if so, a history of claims known to the
30 association as having been made under any such warranty;

31 (w) A description of any age-related occupancy restrictions
32 affecting the common interest community;

33 (x) A statement describing any requirements related to electric
34 vehicle charging stations located in the unit or the limited common
35 elements allocated to the unit, including application status,
36 insurance information, maintenance responsibilities, and any
37 associated costs;

38 (y) If the association does not have a reserve study that has
39 been prepared in accordance with RCW 64.90.545 and 64.90.550 or its
40 governing documents, the following disclosure:

1 "This association does not have a current reserve study. The lack
2 of a current reserve study poses certain risks to you, the purchaser.
3 Insufficient reserves may, under some circumstances, require you to
4 pay on demand as a special assessment your share of common expenses
5 for the cost of major maintenance, repair, or replacement of a common
6 element."; and

7 (z) The resale certificate must include a notice in substantially
8 the following form and in conspicuous type:

9 "THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY
10 AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND
11 OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE
12 ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

13 THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A
14 MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE
15 GOVERNING DOCUMENTS.

16 THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS
17 UPON THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO
18 PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE
19 REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST,
20 LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING
21 REASONABLE ATTORNEYS' FEES.

22 THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL
23 UNIT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE.
24 FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF
25 A LIEN ON THE UNIT AND LOSS OF THE UNIT THROUGH
26 FORECLOSURE.

27 THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING
28 CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF
29 THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE
30 USE OF (~~(THE)~~) THE UNIT, DISPLAY OF SIGNS, CERTAIN
31 BEHAVIORS, AND OTHER ITEMS.

32 PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE
33 FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE
34 CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT
35 RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE
36 OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE.
37 THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND
38 CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER
39 SEEKING THE ASSISTANCE OF LEGAL COUNSEL."

1 (2) The association, within 10 days after a request by a unit
2 owner, and subject to the payment of any fees imposed pursuant to RCW
3 64.90.405(2)(m), must furnish a resale certificate signed by an
4 officer or authorized agent of the association and containing the
5 information necessary to enable the unit owner to comply with this
6 section. For the purposes of this chapter, a reasonable charge for
7 the preparation of a resale certificate may not exceed \$275. The
8 association may charge a unit owner a nominal fee not to exceed \$100
9 for updating a resale certificate within six months of the unit
10 owner's request. A unit owner is not liable to the purchaser for any
11 erroneous information provided by the association and included in the
12 certificate.

13 (3)(a) A purchaser is not liable for any unpaid assessment or fee
14 greater than the amount set forth in the certificate prepared by the
15 association.

16 (b) (~~(A unit owner is not liable to a purchaser for the failure~~
17 ~~or delay of the association to provide the certificate in a timely~~
18 ~~manner, but the purchase contract is voidable by the purchaser until~~
19 ~~the certificate has been provided and for five days thereafter or~~
20 ~~until conveyance, whichever occurs first.)) The purchaser may cancel
21 a contract for the purchase of the unit within five days after first
22 receiving the resale certificate. If the resale certificate is first
23 provided to a purchaser more than five days before execution of a
24 contract for the purchase of a unit, the purchaser does not have the
25 right under this section to cancel the executed contract. If the
26 resale certificate is first provided to a purchaser five days or less
27 before the purchaser signs a contract for the purchase of a unit, the
28 purchaser, before conveyance of the unit to the purchaser, may cancel
29 the contract by delivering, no later than the fifth day after first
30 receiving the resale certificate, a notice of cancellation to the
31 seller. If the resale certificate is first provided to a purchaser
32 less than five days before the closing date for the conveyance of
33 that unit, the purchaser may, before conveyance of the unit to the
34 purchaser, extend the closing date to a date not more than five days
35 after the purchaser first received the resale certificate.~~

36 **Sec. 30.** RCW 64.90.665 and 2018 c 277 s 414 are each amended to
37 read as follows:

38 (1) Subject to subsections (2) and (3) of this section, express
39 warranties made by any declarant or dealer to a purchaser of a unit

1 in a condominium, if relied upon by the purchaser in purchasing the
2 unit, are created as follows:

3 (a) Any written affirmation of fact or written promise that
4 relates to the unit, its use, or rights appurtenant to the unit or
5 its use, improvements to the condominium that would directly benefit
6 the unit, or the right to use or have the benefit of facilities not
7 located in the condominium creates an express warranty that the unit
8 and related rights and uses will not materially deviate from the
9 affirmation or promise.

10 (b) Any written description of the physical characteristics of
11 the condominium at the time the purchase agreement is executed,
12 including plans and specifications of or for improvements, creates an
13 express warranty that the condominium will conform to the written
14 description in all material respects.

15 (c) Any written description of the quantity or extent of the real
16 estate comprising the condominium, including plats or surveys,
17 creates an express warranty that the condominium will conform to the
18 description, subject to customary tolerances.

19 (d) A written statement that a purchaser may put a unit only to a
20 specified use is an express warranty that the specified use is
21 lawful.

22 (2) Subject to subsection (3) of this section, neither formal
23 words, such as "warranty" or "guarantee," nor a specific intention to
24 make a warranty are necessary to create an express warranty, but a
25 statement of opinion or a commendation of the real estate, its
26 quality, or its value does not create a warranty, and a statement,
27 affirmation, promise, model, depiction, or description does not
28 create a warranty if it discloses that it is only proposed, is not
29 representative, or is subject to change.

30 (3) A purchaser may not rely on any statement, affirmation,
31 promise, model, depiction, or description unless it is contained in
32 the public offering statement delivered to the purchaser or made in a
33 record signed by the declarant or dealer, or the declarant's or
34 dealer's agent identified in the public offering statement.

35 (4) Any conveyance of a unit transfers to the purchaser all
36 express warranties of quality made by the declarant or dealer.

37 **Sec. 31.** RCW 61.24.030 and 2023 c 206 s 2 are each amended to
38 read as follows:

39 It shall be requisite to a trustee's sale:

- 1 (1) That the deed of trust contains a power of sale;
- 2 (2) That the deed of trust contains a statement that the real
3 property conveyed is not used principally for agricultural purposes;
4 provided, if the statement is false on the date the deed of trust was
5 granted or amended to include that statement, and false on the date
6 of the trustee's sale, then the deed of trust must be foreclosed
7 judicially. Real property is used for agricultural purposes if it is
8 used in an operation that produces crops, livestock, or aquatic
9 goods;
- 10 (3) That a default has occurred in the obligation secured or a
11 covenant of the grantor, which by the terms of the deed of trust
12 makes operative the power to sell;
- 13 (4) That no action commenced by the beneficiary of the deed of
14 trust is now pending to seek satisfaction of an obligation secured by
15 the deed of trust in any court by reason of the grantor's default on
16 the obligation secured: PROVIDED, That (a) the seeking of the
17 appointment of a receiver, or the filing of a civil case to obtain
18 court approval to access, secure, maintain, and preserve property
19 from waste or nuisance, shall not constitute an action for purposes
20 of this chapter; and (b) if a receiver is appointed, the grantor
21 shall be entitled to any rents or profits derived from property
22 subject to a homestead as defined in RCW 6.13.010. If the deed of
23 trust was granted to secure a commercial loan, this subsection shall
24 not apply to actions brought to enforce any other lien or security
25 interest granted to secure the obligation secured by the deed of
26 trust being foreclosed;
- 27 (5) That the deed of trust has been recorded in each county in
28 which the land or some part thereof is situated;
- 29 (6) That prior to the date of the notice of trustee's sale and
30 continuing thereafter through the date of the trustee's sale, the
31 trustee must maintain a street address in this state where personal
32 service of process may be made, and the trustee must maintain a
33 physical presence and have telephone service at such address;
- 34 (7) (a) That, for residential real property of up to four units,
35 before the notice of trustee's sale is recorded, transmitted, or
36 served, the trustee shall have proof that the beneficiary is the
37 holder of any promissory note or other obligation secured by the deed
38 of trust. A declaration by the beneficiary made under the penalty of
39 perjury stating that the beneficiary is the holder of any promissory

1 note or other obligation secured by the deed of trust shall be
2 sufficient proof as required under this subsection.

3 (b) Unless the trustee has violated his or her duty under RCW
4 61.24.010(4), the trustee is entitled to rely on the beneficiary's
5 declaration as evidence of proof required under this subsection.

6 (c) This subsection (7) does not apply to association
7 beneficiaries subject to chapter 64.32, 64.34, or 64.38 RCW;

8 (8) That at least 30 days before notice of sale shall be
9 recorded, transmitted or served, written notice of default and, for
10 residential real property of up to four units, the beneficiary
11 declaration specified in subsection (7)(a) of this section shall be
12 transmitted by the beneficiary or trustee to the borrower and grantor
13 at their last known addresses by both first-class and either
14 registered or certified mail, return receipt requested, and the
15 beneficiary or trustee shall cause to be posted in a conspicuous
16 place on the premises, a copy of the notice, or personally served on
17 the borrower and grantor. This notice shall contain the following
18 information:

19 (a) A description of the property which is then subject to the
20 deed of trust;

21 (b) A statement identifying each county in which the deed of
22 trust is recorded and the document number given to the deed of trust
23 upon recording by each county auditor or recording officer;

24 (c) A statement that the beneficiary has declared the borrower or
25 grantor to be in default, and a concise statement of the default
26 alleged;

27 (d) An itemized account of the amount or amounts in arrears if
28 the default alleged is failure to make payments;

29 (e) An itemized account of all other specific charges, costs, or
30 fees that the borrower, grantor, or any guarantor is or may be
31 obliged to pay to reinstate the deed of trust before the recording of
32 the notice of sale;

33 (f) A statement showing the total of (d) and (e) of this
34 subsection, designated clearly and conspicuously as the amount
35 necessary to reinstate the note and deed of trust before the
36 recording of the notice of sale;

37 (g) A statement that failure to cure the alleged default within
38 30 days of the date of mailing of the notice, or if personally
39 served, within 30 days of the date of personal service thereof, may
40 lead to recordation, transmittal, and publication of a notice of

1 sale, and that the property described in (a) of this subsection may
2 be sold at public auction at a date no less than 120 days in the
3 future, or no less than 150 days in the future if the borrower
4 received a letter under RCW 61.24.031;

5 (h) A statement that the effect of the recordation, transmittal,
6 and publication of a notice of sale will be to (i) increase the costs
7 and fees and (ii) publicize the default and advertise the grantor's
8 property for sale;

9 (i) A statement that the effect of the sale of the grantor's
10 property by the trustee will be to deprive the grantor of all their
11 interest in the property described in (a) of this subsection;

12 (j) A statement that the borrower, grantor, and any guarantor has
13 recourse to the courts pursuant to RCW 61.24.130 to contest the
14 alleged default on any proper ground;

15 (k) In the event the property secured by the deed of trust is
16 residential real property of up to four units, a statement,
17 prominently set out at the beginning of the notice, which shall state
18 as follows:

19 **"THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR**
20 **LOSING YOUR HOME.**

21 You may be eligible for mediation in front of a neutral third party
22 to help save your home.

23 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**
24 to assess your situation and refer you to mediation if you might
25 benefit. Mediation **MUST** be requested between the time you receive the
26 Notice of Default and no later than **90 calendar days BEFORE the date**
27 **of sale** listed in the Notice of Trustee Sale. If an amended Notice of
28 Trustee Sale is recorded providing a 45-day notice of the sale,
29 mediation must be requested no later than **25 calendar days BEFORE the**
30 **date of sale** listed in the amended Notice of Trustee Sale.

31 **DO NOT DELAY.** If you do nothing, a notice of sale may be issued as
32 soon as 30 days from the date of this notice of default. The notice
33 of sale will provide a minimum of 120 days' notice of the date of the
34 actual foreclosure sale.

35 **BE CAREFUL** of people who claim they can help you. There are many
36 individuals and businesses that prey upon borrowers in distress.

37 **REFER TO THE CONTACTS BELOW** for sources of assistance.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission

Telephone: Website:

The United States Department of Housing and Urban Development

Telephone: Website:

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys

Telephone: Website:"

The beneficiary or trustee shall obtain the toll-free numbers and website information from the department for inclusion in the notice;

(l) In the event the property secured by the deed of trust is residential real property of up to four units, the name and address of the holder of any promissory note or other obligation secured by the deed of trust and the name, address, and telephone number of a party acting as a servicer of the obligations secured by the deed of trust;

(m) For notices issued after June 30, 2018, on the top of the first page of the notice:

- (i) The current beneficiary of the deed of trust;
- (ii) The current mortgage servicer for the deed of trust; and
- (iii) The current trustee for the deed of trust;

(9) That, for residential real property of up to four units, before the notice of the trustee's sale is recorded, transmitted, or served, the beneficiary has complied with RCW 61.24.031 and, if applicable, RCW 61.24.163;

(10) That, in the case where the borrower or grantor is known to the mortgage servicer or trustee to be deceased, the notice required under subsection (8) of this section must be sent to any spouse, child, or parent of the borrower or grantor known to the trustee or mortgage servicer, and to any owner of record of the property, at any address provided to the trustee or mortgage servicer, and to the property addressed to the heirs and devisees of the borrower.

(a) If the name or address of any spouse, child, or parent of such deceased borrower or grantor cannot be ascertained with use of

1 reasonable diligence, the trustee must execute and record with the
2 notice of sale a declaration attesting to the same.

3 (b) Reasonable diligence for the purposes of this subsection (10)
4 means the trustee shall search in the county where the property is
5 located, the public records and information for any obituary, will,
6 death certificate, or case in probate within the county for the
7 borrower and grantor;

8 (11) Upon written notice identifying the property address and the
9 name of the borrower to the servicer or trustee by someone claiming
10 to be a successor in interest to the borrower's or grantor's property
11 rights, but who is not a party to the loan or promissory note or
12 other obligation secured by the deed of trust, a trustee shall not
13 record a notice of sale pursuant to RCW 61.24.040 until the trustee
14 or mortgage servicer completes the following:

15 (a) Acknowledges the notice in writing and requests reasonable
16 documentation of the death of the borrower or grantor from the
17 claimant including, but not limited to, a death certificate or other
18 written evidence of the death of the borrower or grantor. Other
19 written evidence of the death of the borrower or grantor may include
20 an obituary, a published death notice, or documentation of an open
21 probate action for the estate of the borrower or grantor. The
22 claimant must be allowed 30 days from the date of this request to
23 present this documentation. If the trustee or mortgage servicer has
24 already obtained sufficient proof of the borrower's death, it may
25 proceed by acknowledging the claimant's notice in writing and issuing
26 a request under (b) of this subsection.

27 (b) If the mortgage servicer or trustee obtains or receives
28 written documentation of the death of the borrower or grantor from
29 the claimant, or otherwise independently confirms the death of the
30 borrower or grantor, then the servicer or trustee must request in
31 writing documentation from the claimant demonstrating the ownership
32 interest of the claimant in the real property. A claimant has 60 days
33 from the date of the request to present this documentation.
34 Documentation demonstrating the ownership interest of the claimant in
35 the real property includes, but is not limited to, one of the
36 following:

37 (i) Excerpts of a trust document noting the claimant as a
38 beneficiary of a trust with title to the real property;

39 (ii) A will of the borrower or grantor listing the claimant as an
40 heir or devisee with respect to the real property;

1 (iii) A probate order or finding of heirship issued by any court
2 documenting the claimant as an heir or devisee or awarding the real
3 property to the claimant;

4 (iv) A recorded lack of probate affidavit signed by any heir
5 listing the claimant as an heir of the borrower or grantor pursuant
6 to the laws of intestacy;

7 (v) A deed, such as a personal representative's deed, trustee's
8 deed issued on behalf of a trust, statutory warranty deed, transfer
9 on death deed, or other deed, giving any ownership interest to the
10 claimant resulting from the death of the borrower or grantor or
11 executed by the borrower or grantor for estate planning purposes; and

12 (vi) Other proof documenting the claimant as an heir of the
13 borrower or grantor pursuant to state rules of intestacy set forth in
14 chapter 11.04 RCW.

15 (c) If the mortgage servicer or trustee receives written
16 documentation demonstrating the ownership interest of the claimant
17 prior to the expiration of the 60 days provided in (b) of this
18 subsection, then the servicer or trustee must, within 20 days of
19 receipt of proof of ownership interest, provide the claimant with, at
20 a minimum, the loan balance, interest rate and interest reset dates
21 and amounts, balloon payments if any, prepayment penalties if any,
22 the basis for the default, the monthly payment amount, reinstatement
23 amounts or conditions, payoff amounts, and information on how and
24 where payments should be made. The mortgage servicers shall also
25 provide the claimant application materials and information, or a
26 description of the process, necessary to request a loan assumption
27 and modification.

28 (d) Upon receipt by the trustee or the mortgage servicer of the
29 documentation establishing claimant's ownership interest in the real
30 property, that claimant shall be deemed a "successor in interest" for
31 the purposes of this section.

32 (e) There may be more than one successor in interest to the
33 borrower's property rights. The trustee and mortgage servicer shall
34 apply the provisions of this section to each successor in interest.
35 In the case of multiple successors in interest, where one or more do
36 not wish to assume the loan as coborrowers or coapplicants, a
37 mortgage servicer may require any nonapplicant successor in interest
38 to consent in writing to the application for loan assumption.

39 (f) The existence of a successor in interest under this section
40 does not impose an affirmative duty on a mortgage servicer or alter

1 any obligation the mortgage servicer has to provide a loan
2 modification to the successor in interest. If a successor in interest
3 assumes the loan, he or she may be required to otherwise qualify for
4 available foreclosure prevention alternatives offered by the mortgage
5 servicer.

6 (g) (c), (e), and (f) of this subsection (11) do not apply to
7 association beneficiaries subject to chapter 64.32, 64.34, (~~64.36~~)
8 64.38, or 64.90 RCW; and

9 (12) Nothing in this section shall prejudice the right of the
10 mortgage servicer or beneficiary from discontinuing any foreclosure
11 action initiated under the deed of trust act in favor of other
12 allowed methods for pursuit of foreclosure of the security interest
13 or deed of trust security interest.

14 NEW SECTION. **Sec. 32.** The following acts or parts of acts, as
15 now existing or hereafter amended, are each repealed, effective
16 January 1, 2026:

17 (1) RCW 64.32.290 (Electric vehicle charging stations) and 2022 c
18 27 s 1;

19 (2) RCW 64.32.350 (Heat pumps) and 2024 c 128 s 1;

20 (3) RCW 64.34.332 (Meetings) and 2021 c 227 s 5 & 1989 c 43 s
21 3-109;

22 (4) RCW 64.34.393 (Heat pumps) and 2024 c 128 s 2;

23 (5) RCW 64.34.395 (Electric vehicle charging stations) and 2022 c
24 27 s 2;

25 (6) RCW 64.38.035 (Association meetings—Notice—Board of
26 directors) and 2021 c 227 s 10, 2014 c 20 s 1, 2013 c 108 s 1, & 1995
27 c 283 s 7;

28 (7) RCW 64.38.062 (Electric vehicle charging stations) and 2022 c
29 27 s 3; and

30 (8) RCW 64.38.180 (Heat pumps) and 2024 c 128 s 3.

31 NEW SECTION. **Sec. 33.** RCW 64.90.509 (Governing documents, may
32 not vary provision of chapter—Exceptions) and 2024 c 321 s 303 are
33 each repealed.

34 NEW SECTION. **Sec. 34.** 2024 c 337 s 4 is repealed.

35 NEW SECTION. **Sec. 35.** (1) Sections 2 through 4, 11, 19, 21, and
36 25 of this act take effect January 1, 2026.

1 (2) Section 34 of this act takes effect January 1, 2028.

2 NEW SECTION. **Sec. 36.** Section 31 of this act expires January 1,
3 2028."

SSB 5129 - S AMD 13
By Senator Pedersen

ADOPTED 02/12/2025

4 On page 1, line 1 of the title, after "communities;" strike the
5 remainder of the title and insert "amending RCW 64.32.250, 64.32.260,
6 64.34.076, 64.38.095, 64.90.010, 64.90.015, 64.90.210, 64.90.300,
7 64.90.360, 64.90.365, 64.90.405, 64.90.410, 64.90.420, 64.90.435,
8 64.90.445, 64.90.455, 64.90.475, 64.90.480, 64.90.485, 64.90.513,
9 64.90.525, 64.90.530, 64.90.535, 64.90.580, 64.90.600, 64.90.610,
10 64.90.635, 64.90.640, 64.90.665, and 61.24.030; adding a new section
11 to chapter 64.38 RCW; repealing RCW 64.32.290, 64.32.350, 64.34.332,
12 64.34.393, 64.34.395, 64.38.035, 64.38.062, 64.38.180, and 64.90.509;
13 repealing 2024 c 337 s 4; providing effective dates; and providing an
14 expiration date."

EFFECT: (1) Adds to the list of RCW references applicable to a small plat community or a miscellaneous community that is not subject to any development right.

(2) Updates the section on public offerings to remove similar language that was previously deleted from the law related to the sale of real estate after termination.

(3) Revises the introductory language to be consistent throughout the section when dealing with the timing of activities.

(4) Clarifies introductory language and RCW references concerning which association governing documents may vary from the Washington Uniform Common Interest Ownership Act (WUCIOA).

(5) Removes reference to the installation of an electric vehicle charging station outside the envelope of a primary or secondary dwelling or the unit's garage and is visible from the street, alley, or ground floor of another unit from the scope of association regulation.

(6) Authorizes an association or developer to agree to pay or allocate responsibility for maintenance of electric vehicle charging stations and heat pumps.

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