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HOUSE BILL 2304

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State of Washington

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By Representatives Taylor, Reed, Ramel, Ryu, Zahn, Kloba, Thomas, Doglio, Gregerson, Ormsby, Connors, Barkis, Goodman, Leavitt, Fosse, Low, Salahuddin, Hill, and Bernbaum

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1 AN ACT Relating to increasing the supply of condominiums by  
2 expanding the types of condominium buildings that may be subject to  
3 an express warranty of quality and express warranty insurance  
4 coverage; and amending RCW 64.90.675.

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

6 **Sec. 1.** RCW 64.90.675 and 2025 c 201 s 4 are each amended to  
7 read as follows:

8 (1) Except as limited under subsections (2) and (4) of this  
9 section with respect to a purchaser of a condominium unit that may be  
10 used for residential use, implied warranties of quality under RCW  
11 64.90.670:

12 (a) May be excluded or modified by written agreement of the  
13 parties; and

14 (b) Are excluded by written expression of disclaimer, such as "as  
15 is," "with all faults," or other language that in common  
16 understanding calls the buyer's attention to the exclusion of  
17 warranties.

18 (2) With respect to a purchaser of a condominium unit that may be  
19 used for residential use, no disclaimer of implied warranties of  
20 quality under RCW 64.90.670 is effective, except that a declarant and

1 any dealer may disclaim liability in an instrument for one or more  
2 specified defects or failures to comply with applicable law, if:

3 (a) The declarant or dealer knows or has reason to believe that  
4 the specific defects or failures exist at the time of disclosure;

5 (b) The disclaimer specifically describes the defects or  
6 failures;

7 (c) The disclaimer includes a statement as to the effect of the  
8 defects or failures;

9 (d) The disclaimer is boldfaced, capitalized, underlined, or  
10 otherwise set out from surrounding material so as to be conspicuous;  
11 and

12 (e) The disclaimer is signed by the purchaser.

13 (3) Except as provided in subsection (4) of this section, a  
14 declarant or dealer may not make an express written warranty of  
15 quality that limits the implied warranties of quality made to the  
16 purchaser set forth in RCW 64.90.670.

17 (4)(a) With respect to a unit in a condominium created on or  
18 after July 27, 2025, a declarant or dealer is not subject to the  
19 implied warranties of quality set forth in RCW 64.90.670 if the  
20 declarant or dealer provides for the condominium unit an express  
21 warranty of quality and express warranty insurance coverage that  
22 meets the requirements in ~~((b))~~ (c) of this subsection, and the  
23 condominium unit is:

24 (i) An accessory dwelling unit organized as a condominium  
25 pursuant to this chapter;

26 (ii) Located in a new building or a conversion building  
27 containing 12 or fewer units and two or fewer stories;

28 (iii) Located in a new building or a conversion building  
29 containing 12 or fewer units and three or fewer stories, if one story  
30 is utilized for parking, either above or below ground, or as a  
31 commercial space; or

32 (iv) Located in a new building or a conversion building  
33 containing 12 or fewer units where no unit is physically located  
34 above or below any other unit, except for balconies, roof decks,  
35 overhangs, and minor building features.

36 (b) With respect to a unit in a condominium created on or after  
37 the effective date of this section, a declarant or dealer is not  
38 subject to the implied warranties of quality set forth in RCW  
39 64.90.670 if the declarant or dealer provides for the condominium  
40 unit an express warranty of quality and express warranty insurance

1 coverage that meets the requirements in (c) of this subsection, and  
2 the condominium unit is located in a new building or a conversion  
3 building containing 12 or fewer units and four or fewer stories.

4 (c) An express warranty of quality and insurance coverage  
5 provided under (a) and (b) of this subsection must:

6 (i) Require acknowledgment by the unit purchaser that the express  
7 warranty of quality applies;

8 (ii) Allow for recovery of defects under the express warranty of  
9 quality by the unit owner and any subsequent purchaser, and by the  
10 unit owners association for common areas;

11 (iii) Apply to all condominium units and common areas within the  
12 building; and

13 (iv) Provide minimum coverage periods as follows:

14 (A) One year for defective workmanship and materials;

15 (B) Two years for defective plumbing, electrical, and ductwork  
16 distribution systems; and

17 (C) 10 years for structural defects to load-bearing structural  
18 members.

19 ~~((e))~~ (d) A proceeding for breach of an express warranty of  
20 quality and insurance coverage provided under (a) and (b) of this  
21 subsection must be commenced pursuant to RCW 64.90.680.

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