

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 2239

69th Legislature
2026 Regular Session

Passed by the House March 12, 2026
Yeas 96 Nays 0

**Speaker of the House of
Representatives**

Passed by the Senate March 6, 2026
Yeas 46 Nays 2

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 2239** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

SUBSTITUTE HOUSE BILL 2239

AS AMENDED BY THE SENATE

Passed Legislature - 2026 Regular Session

State of Washington 69th Legislature 2026 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Abell, Bernbaum, Chase, Simmons, Walsh, Burnett, and Engell)

READ FIRST TIME 02/04/26.

1 AN ACT Relating to recognizing individual and family connectivity
2 with the land by providing Washingtonians and their loved ones with
3 the option to have their remains interred in a family burial ground;
4 amending RCW 7.80.120, 68.04.060, 68.04.080, 68.04.100, 68.05.400,
5 68.20.010, 68.20.140, 68.50.130, and 84.36.020; reenacting and
6 amending RCW 64.06.020; adding a new section to chapter 68.04 RCW;
7 adding a new section to chapter 68.28 RCW; adding a new section to
8 chapter 43.334 RCW; adding a new chapter to Title 68 RCW; creating a
9 new section; prescribing penalties; and providing an effective date.

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

11 NEW SECTION. **Sec. 1.** It is the intent of the legislature to
12 enable creation of family burial grounds on privately owned property
13 in order to provide greater flexibility and options for individuals
14 in choosing where to be interred.

15 It is further the intent of the legislature to honor and support
16 individual and family connectivity with the land.

17 NEW SECTION. **Sec. 2.** (1) A natural person may designate an area
18 of land owned by the person as a family burial ground.

1 (2) If a property is co-owned by two or more natural persons, a
2 family burial ground may be established on the property only with the
3 written consent of all co-owners of the property.

4 (3) A family burial ground may not be established on any property
5 co-owned by a combination of natural persons and legal entities.

6 (4) A family burial ground must be set back at least 25 feet from
7 an existing parcel boundary and may not be established:

8 (a) Within 150 feet of a designated critical area, as defined in
9 RCW 36.70A.030;

10 (b) Within 100 feet of the property line of a public right-of-way
11 or boundary of an easement; or

12 (c) Within 100 feet of an existing well source used for drinking
13 water or 200 feet of an existing spring source used for drinking
14 water.

15 (5) A family burial ground may not comprise greater than 10
16 percent of the area of the parcel upon which it is established.

17 NEW SECTION. **Sec. 3.** (1)(a) A mausoleum, columbarium, or
18 similar structure constructed on a family burial ground and used or
19 intended to be used for interments of human remains must comply with
20 the requirements of this section, whether constructed under or above
21 the surface of the earth, where any portion of the building is
22 exposed to view, or, when interment is completed, is less than three
23 feet below the surface of the earth and covered by earth.

24 (b) A building on a family burial ground not erected for or not
25 used as a place for interment of human remains which is converted or
26 altered to such use is subject to this section.

27 (2) A building or structure constructed on a family burial ground
28 and intended to be used for interment of human remains:

29 (a) Must be of class A fireproof construction and constructed
30 with such material and workmanship as to ensure its durability and
31 permanence as dictated and determined by most current mausoleum
32 construction and engineering science; and

33 (b) Must be constructed and installed on the family burial ground
34 in compliance with all applicable local building permitting laws,
35 public health laws, and laws governing class A construction.

36 (3) Any person who violates this section commits a civil
37 infraction enforceable according to chapter 7.80 RCW and is subject
38 to a monetary penalty of \$500. A notice of civil infraction may be
39 issued by a local law enforcement officer or a local public health

1 official if after investigation it has reasonable cause to believe an
2 infraction has been committed. Cities, towns, and counties shall
3 prescribe local procedures to ensure the owner of the property on
4 which the burial ground is located remediates any violation of this
5 section at the owner's expense.

6 NEW SECTION. **Sec. 4.** The owner of the property on which a
7 family burial ground is located may not:

- 8 (1) Offer for sale plots in the family burial ground or space in
9 a mausoleum or columbarium located on the family burial ground; or
10 (2) Charge fees for any goods or services provided by the owner
11 in connection with interment of human remains in the family burial
12 ground.

13 NEW SECTION. **Sec. 5.** Within 30 days of each interment in a
14 family burial ground, the owner of the property on which a family
15 burial ground is located shall report the interment to the Washington
16 state department of archaeology and historic preservation and record
17 every interment with the county auditor of the county in which the
18 land is situated. The owner shall report to the department and record
19 with the county auditor:

- 20 (1) The deceased person's name as it appears on the death
21 certificate;
22 (2) The deceased person's date of birth as it appears on the
23 death certificate;
24 (3) The deceased person's date of death as it appears on the
25 death certificate;
26 (4) The name of the owner or owners and the legal description of
27 the property, including the assessor parcel number, where the human
28 remains are interred; and
29 (5) The latitude and longitude coordinates of the grave,
30 mausoleum, or columbarium, such as those given by a global
31 positioning system, that are verified by two witnesses or the county
32 coroner, sheriff, or a designee of the county coroner or sheriff.

33 NEW SECTION. **Sec. 6.** Before the sale of the property on which a
34 family burial ground is located, the owner of the property shall
35 disclose to the prospective buyer the existence of the family burial
36 ground and any mausoleums or columbaria erected on the family burial
37 ground.

1 NEW SECTION. **Sec. 7.** (1) (a) The owner of the property on which
2 a family burial ground is located may relocate human remains from the
3 family burial ground with the written consent of one of the following
4 surviving family members, in the order named:

5 (i) The surviving spouse or state registered domestic partner of
6 the decedent;

7 (ii) The surviving children of the decedent;

8 (iii) The surviving parents of the decedent; or

9 (iv) The surviving siblings of the decedent.

10 (b) The surviving family member who gives consent to relocate
11 human remains from the family burial ground has the right to
12 designate another lawful place for disposition of human remains in
13 which the relocated human remains will be reinterred.

14 (2) If the property owner is unable to obtain the required
15 consent from any surviving family member specified in subsection (1)
16 of this section:

17 (a) The property owner may petition the superior court of the
18 county in which the family burial ground is situated for an order
19 authorizing the relocation of human remains from the family burial
20 ground; and

21 (b) The property owner has the right to designate another lawful
22 place for disposition of human remains in which the relocated human
23 remains will be reinterred. In designating a place to reinter the
24 remains, the property owner shall make all reasonable efforts to
25 consult with any surviving family members of the person whose remains
26 will be relocated from the family burial ground.

27 (3) Upon obtaining the required consent or court authorization,
28 the owner of the property must notify the Washington state department
29 of archaeology and historic preservation and obtain a permit from the
30 department to disinter the human remains from the family burial
31 ground and to reinter the human remains in another lawful place for
32 disposition of human remains.

33 (4) The owner of the property on which a family burial ground is
34 located is responsible for all costs associated with disinterring
35 human remains from the family burial ground and reintering the
36 remains in another lawful place for disposition of human remains.

37 NEW SECTION. **Sec. 8.** Cities and counties are authorized to
38 enact ordinances regulating or prohibiting the establishment of
39 family burial grounds or the extension of existing family burial

1 grounds and to give power to local planning commissions to pass upon
2 and make recommendations to local legislative bodies concerning the
3 establishment or extension of family burial grounds.

4 **Sec. 9.** RCW 7.80.120 and 2024 c 286 s 2 are each amended to read
5 as follows:

6 (1) A person found to have committed a civil infraction shall be
7 assessed a monetary penalty.

8 (a) The maximum penalty and the default amount for a class 1
9 civil infraction shall be \$250, not including statutory assessments,
10 except for an infraction of state law involving (i) potentially
11 dangerous litter as specified in RCW 70A.200.060(~~((+4))~~) (5), in which
12 case the maximum penalty and default amount is \$500; (~~((€))~~) (ii) a
13 person's refusal to submit to a test or tests pursuant to RCW
14 79A.60.040 and 79A.60.700, in which case the maximum penalty and
15 default amount is \$1,000; (~~((€))~~) (iii) the misrepresentation of
16 service animals under RCW 49.60.214, in which case the maximum
17 penalty and default amount is \$500; (~~((€))~~) (iv) untraceable firearms
18 pursuant to RCW 9.41.326 or unfinished frames or receivers pursuant
19 to RCW 9.41.327, in which case the maximum penalty and default amount
20 is \$500; (~~((€))~~) (v) the failure to report the loss or theft of a
21 firearm under RCW 9.41.368, in which case the maximum penalty and
22 default amount is \$1,000; or (vi) unlawful construction of a
23 mausoleum or columbarium on a family burial ground, as provided in
24 section 3 of this act, in which case the penalty is \$500;

25 (b) The maximum penalty and the default amount for a class 2
26 civil infraction shall be \$125, not including statutory assessments;

27 (c) The maximum penalty and the default amount for a class 3
28 civil infraction shall be \$50, not including statutory assessments;
29 and

30 (d) The maximum penalty and the default amount for a class 4
31 civil infraction shall be \$25, not including statutory assessments.

32 (2) The supreme court shall prescribe by rule the conditions
33 under which local courts may exercise discretion in assessing fines
34 for civil infractions.

35 (3) Whenever a monetary penalty is imposed by a court under this
36 chapter it is immediately payable. If the person is unable to pay at
37 that time the court may grant an extension of the period in which the
38 penalty may be paid. If the penalty is not paid on or before the time
39 established for payment, the court may proceed to collect the penalty

1 in the same manner as other civil judgments and may notify the
2 prosecuting authority of the failure to pay.

3 (4) The court may also order a person found to have committed a
4 civil infraction to make restitution.

5 **Sec. 10.** RCW 68.04.060 and 1979 c 21 s 2 are each amended to
6 read as follows:

7 "Mausoleum" means a structure or building for the entombment of
8 human remains in crypts (1) in a place used, or intended to be used,
9 and dedicated, for cemetery purposes, or (2) on a family burial
10 ground established pursuant to chapter 68.--- RCW (the new chapter
11 created in section 22 of this act).

12 **Sec. 11.** RCW 68.04.080 and 2019 c 432 s 5 are each amended to
13 read as follows:

14 "Columbarium" means a structure, room, or other space in a
15 building or structure containing niches for permanent placement of
16 human remains (1) in a place used, or intended to be used, and
17 dedicated, for cemetery purposes, or (2) on a family burial ground
18 established pursuant to chapter 68.--- RCW (the new chapter created
19 in section 22 of this act).

20 **Sec. 12.** RCW 68.04.100 and 2005 c 365 s 32 are each amended to
21 read as follows:

22 "Interment" means the placement of human remains in a cemetery or
23 family burial ground.

24 NEW SECTION. **Sec. 13.** A new section is added to chapter 68.04
25 RCW to read as follows:

26 "Family burial ground" means an area of privately owned land that
27 is designated pursuant to chapter 68.---

28 RCW (the new chapter created
29 in section 22 of this act) for the interment of human remains, and in
30 which interments may be, but are not required to be, restricted to a
31 group of persons who are related to each other by birth, marriage, or
32 adoption. "Family burial ground" includes any mausoleums or
columbaria constructed on a family burial ground.

33 **Sec. 14.** RCW 68.05.400 and 1979 c 21 s 13 are each amended to
34 read as follows:

1 The provisions of this chapter do not apply to any of the
2 following:

3 (1) Nonprofit cemeteries which are owned or operated by any
4 recognized religious denomination which qualifies for an exemption
5 from real estate taxation under RCW 84.36.020 on any of its churches
6 or the ground upon which any of its churches are or will be built;
7 (~~or~~)

8 (2) Any cemetery controlled and operated by a coroner, county,
9 city, town, or cemetery district; or

10 (3) A family burial ground established pursuant to chapter 68.---
11 RCW (the new chapter created in section 22 of this act).

12 **Sec. 15.** RCW 68.20.010 and 1943 c 247 s 42 are each amended to
13 read as follows:

14 (~~It~~) Except as otherwise provided in chapter 68.--- RCW (the
15 new chapter created in section 22 of this act), it is unlawful for
16 any corporation, copartnership, firm, trust, association, or
17 individual to engage in or transact any of the businesses of a
18 cemetery within this state except by means of a corporation duly
19 organized for that purpose.

20 **Sec. 16.** RCW 68.20.140 and 1987 c 331 s 33 are each amended to
21 read as follows:

22 (1) This chapter does not apply to any cemetery controlled and
23 operated by a coroner, county, city, town, or cemetery district.

24 (2) This chapter does not apply to any family burial ground
25 established pursuant to chapter 68.--- RCW (the new chapter created
26 in section 22 of this act).

27 NEW SECTION. **Sec. 17.** A new section is added to chapter 68.28
28 RCW to read as follows:

29 This chapter does not apply to mausoleums and columbaria
30 constructed on a family burial ground established pursuant to chapter
31 68.---

32 RCW (the new chapter created in section 22 of this act).

33 **Sec. 18.** RCW 68.50.130 and 2019 c 432 s 21 are each amended to
34 read as follows:

35 Every person who performs a disposition of any human remains,
36 except as otherwise provided by law, in any place, except in a
cemetery, a family burial ground, or a building dedicated exclusively

1 for religious purposes, is guilty of a misdemeanor. Disposition of
2 human remains following cremation, alkaline hydrolysis, or natural
3 organic reduction may also occur on private property, with the
4 consent of the property owner; and on public or government lands or
5 waters with the approval of the government agency that has either
6 jurisdiction or control, or both, of the lands or waters.

7 **Sec. 19.** RCW 84.36.020 and 2022 c 84 s 1 are each amended to
8 read as follows:

9 The following real and personal property shall be exempt from
10 taxation:

11 (1)(a) All lands, buildings, and personal property required for
12 necessary administration and maintenance, used, or to the extent
13 used, exclusively for public burying grounds or cemeteries without
14 discrimination as to race, color, national origin or ancestry;

15 (b) The exemption provided by this subsection (1) does not apply
16 to family burial grounds established pursuant to chapter 68.--- RCW
17 (the new chapter created in section 22 of this act);

18 (2)(a) All churches, personal property, and the ground, not
19 exceeding five acres in area, upon which a church of any nonprofit
20 recognized religious denomination is or must be built, together with
21 a parsonage, convent, and buildings and improvements required for the
22 maintenance and safeguarding of such property. The area exempted must
23 in any case include all ground covered by the church, parsonage,
24 convent, and buildings and improvements required for the maintenance
25 and safeguarding of such property and the structures and ground
26 necessary for street access, parking, light, and ventilation, but the
27 area of unoccupied ground exempted in such cases, in connection with
28 church, parsonage, convent, and buildings and improvements required
29 for the maintenance and safeguarding of such property, shall not
30 exceed the equivalent of one hundred twenty by one hundred twenty
31 feet except where additional unoccupied land may be required to
32 conform with state or local codes, zoning, or licensing requirements.
33 The parsonage and convent need not be on land contiguous to the
34 church property. Except as otherwise provided in this subsection, to
35 be exempt the property must be wholly used for church purposes.

36 (b) If the rental income or donations, if applicable, are
37 reasonable and do not exceed the maintenance and operation expenses
38 attributable to the portion of the property loaned or rented, the
39 exemption provided by this subsection (2) is not nullified by:

1 (i) The loan or rental of property otherwise exempt under this
2 subsection (2) to a nonprofit organization, association, or
3 corporation, or school to conduct an eleemosynary activity;

4 (ii) The rental or use of the property by any individual, group,
5 or entity, where such rental or use is not otherwise authorized by
6 this subsection (2), for not more than fifty days in each calendar
7 year, and the property is not used for pecuniary gain or to promote
8 business activities for more than fifteen of the fifty days in each
9 calendar year. The fifty and fifteen-day limitations provided in this
10 subsection (2)(b)(ii) do not include days during which setup and
11 takedown activities take place immediately preceding or following a
12 meeting or other event by an individual, group, or entity using the
13 property as provided in this subsection (2)(b)(ii). The 15-day and
14 50-day limitations provided in this subsection (2)(b)(ii) do not
15 apply to the use of the property for pecuniary gain or for business
16 activities if the property is used for activities related to a
17 qualifying farmers market, as defined in RCW 66.24.170, and all
18 income received from rental or use of the exempt property is used for
19 capital improvements to the exempt property, maintenance and
20 operation of the exempt property, or exempt purposes. The exempt
21 property may be used for up to 53 days for the purposes of a
22 qualifying farmers market; or

23 (iii) An inadvertent use of the property in a manner inconsistent
24 with the purpose for which exemption is granted, if the inadvertent
25 use is not part of a pattern of use. A pattern of use is presumed
26 when an inadvertent use is repeated in the same assessment year or in
27 two or more successive assessment years.

28 **Sec. 20.** RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are
29 each reenacted and amended to read as follows:

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

36 INSTRUCTIONS TO THE SELLER

37 Please complete the following form. Do not leave any spaces blank. If
38 the question clearly does not apply to the property write "NA." If

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

8 NOTICE TO THE BUYER

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

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

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

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

36 Seller is/ is not occupying the property.

37 I. SELLER'S DISCLOSURES:

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

4 **1. TITLE**

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

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

9 (1) First right of refusal

10 (2) Option

11 (3) Lease or rental agreement

12 (4) Life estate?

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Yes No Don't know

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

NOTICE TO THE BUYER:

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

2. WATER

A. Household Water

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

Private or publicly owned water system

Private well serving only the subject property

* Other water system

Yes No Don't know

*If shared, are there any written agreements?

Yes No Don't know

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

Yes No Don't know

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

Yes No Don't know

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

Yes No Don't know *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?

(2) When was it last pumped?
.....

Yes No Don't know *(3) Are there any defects in the operation of the on-site sewage system?

Don't know (4) When was it last inspected?
.....

By whom:

Don't know (5) For how many bedrooms was the on-site sewage system approved?
..... bedrooms

Yes No Don't know E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain:

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

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

Yes No Don't know *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?
.....

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

4. STRUCTURAL

[] Yes [] No [] Don't know *A. Has the roof leaked within the last five years?

[] Yes [] No [] Don't know *B. Has the basement flooded or leaked?

[] Yes [] No [] Don't know *C. Have there been any conversions, additions, or remodeling?

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

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

[] Yes [] No [] Don't know D. Do you know the age of the house? If yes, year of original construction:

[] Yes [] No [] Don't know *E. Has there been any settling, slippage, or sliding of the property or its improvements?

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

- Foundations Decks Exterior Walls
Chimneys Interior Walls Fire Alarm
Doors Windows Patio
Ceilings Slab Floors Driveways
Pools Hot Tub Sauna
Sidewalks Outbuildings Fireplaces
Garage Floors Walkways Siding
Other Woodstoves Elevators
Incline Elevators Stairway Chair Wheelchair Lifts
Lifts

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

[] Yes [] No [] Don't know H. During your ownership, has the property had any wood destroying organism or pest infestation?

[] Yes [] No [] Don't know I. Is the attic insulated?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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

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

Yes No Don't know E. Is the property equipped with carbon monoxide alarms?

(Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)

Yes No Don't know F. Is the property equipped with smoke detection devices?

(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

Yes No Don't know G. Does the property currently have internet service?

 Don't know Provider

**6. HOMEOWNERS'
ASSOCIATION/COMMON
INTERESTS**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Yes No Don't know *C. If alterations were made, were permits or variances for these alterations obtained?

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

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

B. Verification:

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

DATE SELLER SELLER

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

- A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate
- 3 information provided by Seller, except to the extent that
- 4 real estate licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended
- 6 to be a part of the written agreement between the Buyer
- 7 and Seller.
- 8 E. Buyer (which term includes all persons signing the
- 9 "Buyer's acceptance" portion of this disclosure statement
- 10 below) has received a copy of this Disclosure Statement
- 11 (including attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
15 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
16 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT
17 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
18 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE
19 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
20 AGREEMENT.

21 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
22 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
23 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER
24 PARTY.

25 DATE BUYER BUYER.

26 (2) If the disclosure statement is being completed for new
27 construction which has never been occupied, the disclosure statement
28 is not required to contain and the seller is not required to complete
29 the questions listed in item 4. Structural or item 5. Systems and
30 Fixtures.

31 (3) The seller disclosure statement shall be for disclosure only,
32 and shall not be considered part of any written agreement between the
33 buyer and seller of residential property. The seller disclosure
34 statement shall be only a disclosure made by the seller, and not any
35 real estate licensee involved in the transaction, and shall not be
36 construed as a warranty of any kind by the seller or any real estate
37 licensee involved in the transaction.

1 NEW SECTION. **Sec. 21.** A new section is added to chapter 43.334
2 RCW to read as follows:

3 The Washington state department of archaeology and historic
4 preservation shall by rule develop procedures for issuing to a
5 property owner a permit to disinter human remains from a family
6 burial ground established under chapter 68.--- RCW (the new chapter
7 created in section 22 of this act) and reinter the remains in another
8 lawful place for disposition of human remains.

9 NEW SECTION. **Sec. 22.** Sections 2 through 8 of this act
10 constitute a new chapter in Title 68 RCW.

11 NEW SECTION. **Sec. 23.** Section 20 of this act takes effect
12 January 1, 2027.

--- END ---