CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE HOUSE BILL 1500

Chapter 194, Laws of 2026

69th Legislature
2026 Regular Session

COMMON INTEREST COMMUNITIES—RESALE CERTIFICATES

EFFECTIVE DATE: June 11, 2026

Passed by the House March 11, 2026
Yeas 61 Nays 34

LAURIE JINKINS

Speaker of the House of Representatives

Passed by the Senate March 4, 2026
Yeas 39 Nays 9

DENNY HECK

President of the Senate

Approved March 24, 2026 1:42 PM

BOB FERGUSON

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 **ENGROSSED SUBSTITUTE HOUSE BILL 1500** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

March 25, 2026

Secretary of State
State of Washington

ENGROSSED SUBSTITUTE HOUSE BILL 1500

AS AMENDED BY THE SENATE

Passed Legislature - 2026 Regular Session

State of Washington 69th Legislature 2025 Regular Session

By House Housing (originally sponsored by Representatives Reed, Entenman, Gregerson, Peterson, Fosse, Farivar, Doglio, Alvarado, Hill, Berry, Simmons, Ormsby, and Macri)

READ FIRST TIME 02/14/25.

AN ACT Relating to resale certificates for units in common interest communities; and amending RCW 64.90.640; and reenacting and amending RCW 64.06.020.

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

Sec. 1. RCW 64.90.640 and 2025 c 119 s 29 are each amended to read as follows:

(1) Except in the case of a sale when delivery of a public offering statement is required, or unless exempt under RCW 64.90.600(2) or unless the buyer of a unit within a common interest community has expressly waived the right to receive a resale certificate because it is unavailable as provided in RCW 64.90.600(4), a unit owner must furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a resale certificate, signed by an officer or authorized agent of the association and based on the books and records of the association and the actual knowledge of the person signing the certificate, containing all of the following and the statement "NONE" or "RECORDS UNAVAILABLE" for each category of records that is not provided:

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

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

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

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

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

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

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

(h) The annual financial statement of the association, including the ((~~audit report if it has been prepared, for the year immediately preceding the current year~~)) most recent financial audit report available;

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

(j) The current operating budget of the association;

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

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

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

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

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

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

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

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

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

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

(u) A copy of the declaration, the organizational documents, the rules or regulations of the association, all policies, procedures, and resolutions approved by the board that are currently in effect, the minutes of board meetings and association meetings, except for any information exempt from disclosure under RCW 64.90.495(3), for the last 12 months, ((~~a summary of~~)) the most current reserve study for the association, and any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by the federal national mortgage association, the federal home loan bank board, the government national mortgage association, the veterans administration, or the department of housing and urban development is deemed reasonable if the information is reasonably available to the association;

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

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

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

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

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

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

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

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

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

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

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE

USE OF THE UNIT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

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

(2)(a) The association, within 10 days after a request by a unit owner, and subject to the payment of any fees imposed pursuant to RCW 64.90.405(2)(m), must furnish a resale certificate signed by an officer or authorized agent of the association and containing the information necessary to enable the unit owner to comply with this section.

(b) For the purposes of this chapter, a reasonable charge to the owner for the preparation of a resale certificate may not exceed $275, covering the direct costs of copying and providing such information, and may not include any additional charges for providing documents that are maintained in electronic form on a website, web portal, or application available to unit owners. The association may also charge a unit owner a nominal fee not to exceed $100 for updating a resale certificate within six months of the unit owner's previous resale certificate request.

(c) An association may not require a unit owner to contract with or establish an account with a third party in order to provide payment for or accept delivery of a resale certificate required to be furnished under (a) of this subsection.

(d) A unit owner is not liable to the purchaser for any erroneous information provided by the association and included in the certificate.

(3)(a) A purchaser is not liable for any of the following:

(i) Any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association; and

(ii) Any violation of the governing documents created by any alteration to a unit that, in the exercise of reasonable diligence, should have been known to the association or its authorized agent at the time of conveyance, but was not identified in the resale certificate.

(b) The purchaser may cancel a contract for the purchase of the unit within five business days after first receiving the resale certificate. If the resale certificate is first provided to a purchaser more than five business days before execution of a contract for the purchase of a unit, the purchaser does not have the right under this section to cancel the executed contract. If the resale certificate is first provided to a purchaser five business days or less before the purchaser signs a contract for the purchase of a unit, the purchaser, before conveyance of the unit to the purchaser, may cancel the contract by delivering, no later than the fifth business day after first receiving the resale certificate, a notice of cancellation to the seller. If the resale certificate is first provided to a purchaser less than five business days before the closing date for the conveyance of that unit, the purchaser may, before conveyance of the unit to the purchaser, extend the closing date to a date not more than five business days after the purchaser first received the resale certificate.

(4)(a) An authorized agent that charges a fee for furnishing a resale certificate is responsible for the timeliness of delivery and for exercising reasonable care in preparing the resale certificate.

(b) A unit owner may bring an action to enforce the requirements of this section related to the fees charged, timeliness of delivery, or preparation of a resale certificate against the association or any authorized agent responsible for furnishing the certificate. In such an action, the court may award reasonable attorneys' fees and costs to the prevailing party.

Sec. 2. RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are each reenacted and amended to read as follows:

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

INSTRUCTIONS TO THE SELLER

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

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

NOTICE TO THE BUYER

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

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

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

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

Seller . . . . is/ . . . . is not occupying the property.

I. SELLER'S DISCLOSURES:

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

1. TITLE

[ ] Yes	[ ] No	[ ] Don't know	A. Do you have legal authority to sell the property? If no, please explain.
[ ] Yes	[ ] No	[ ] Don't know	*B. Is title to the property subject to any of the following? (1) First right of refusal (2) Option (3) Lease or rental agreement (4) Life estate?
[ ] Yes	[ ] No	[ ] Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?
[ ] Yes	[ ] No	[ ] Don't know	*D. Is there a private road or easement agreement for access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
[ ] Yes	[ ] No	[ ] Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
[ ] Yes	[ ] No	[ ] Don't know	*H. Are there any pending or existing assessments against the property?
[ ] Yes	[ ] No	[ ] Don't know	*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
[ ] Yes	[ ] No	[ ] Don't know	*J. Is there a boundary survey for the property?

[ ] 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.

[ ] Yes	[ ] No	[ ] Don't know	*(5) Are there any water treatment systems for the property? If yes, are they [ ] Leased [ ] Owned
[ ] Yes	[ ] No	[ ] Don't know	*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?
[ ] Yes	[ ] No	[ ] Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
			*(b) If yes, has all or any portion of the water right not been used for five or more successive years?
[ ] Yes	[ ] No	[ ] Don't know	*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?
			B. Irrigation Water
[ ] Yes	[ ] No	[ ] Don't know	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?
[ ] Yes	[ ] No	[ ] Don't know	*(a) If yes, has all or any portion of the water right not been used for five or more successive years?
[ ] Yes	[ ] No	[ ] Don't know	*(b) If so, is the certificate available? (If yes, please attach a copy.)
[ ] Yes	[ ] No	[ ] Don't know	*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?

[ ] Yes	[ ] No	[ ] Don't know	*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
			C. Outdoor Sprinkler System
[ ] Yes	[ ] No	[ ] Don't know	(1) Is there an outdoor sprinkler system for the property?
[ ] Yes	[ ] No	[ ] Don't know	*(2) If yes, are there any defects in the system?
[ ] Yes	[ ] No	[ ] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
			3. SEWER/ON-SITE SEWAGE SYSTEM
			A. The property is served by:
			[ ] Public sewer system,
			[ ] On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
			[ ] Other disposal system, please describe:
[ ] Yes	[ ] No	[ ] Don't know	B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
[ ] Yes	[ ] No	[ ] Don't know	*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?
			D. If the property is connected to an on-site sewage system:

[ ] Yes	[ ] No	[ ] Don't know	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? (2) When was it last pumped? . . . . .
[ ] 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 Lifts	□ Wheelchair Lifts

[ ] Yes	[ ] No	[ ] Don't know	*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? . . . . .
[ ] Yes	[ ] No	[ ] Don't know	H. During your ownership, has the property had any wood destroying organism or pest infestation?
[ ] Yes	[ ] No	[ ] Don't know	I. Is the attic insulated?

[ ] Yes	[ ] No	[ ] Don't know	J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

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

[ ] Yes	[ ] No	[ ] Don't know	Electrical system, including wiring, switches, outlets, and service
[ ] Yes	[ ] No	[ ] Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
[ ] Yes	[ ] No	[ ] Don't know	Hot water tank
[ ] Yes	[ ] No	[ ] Don't know	Garbage disposal
[ ] Yes	[ ] No	[ ] Don't know	Appliances
[ ] Yes	[ ] No	[ ] Don't know	Sump pump
[ ] Yes	[ ] No	[ ] Don't know	Heating and cooling systems
[ ] Yes	[ ] No	[ ] Don't know	Security system
			[ ] Owned [ ] Leased
			Other . . . . .

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

[ ] Yes	[ ] No	[ ] Don't know	Security system . . . . .
[ ] Yes	[ ] No	[ ] Don't know	Tanks (type): . . . . .
[ ] Yes	[ ] No	[ ] Don't know	Satellite dish . . . . .
			Other: . . . . .

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

[ ] Yes	[ ] No	[ ] Don't know	(1) Woodstove?
[ ] Yes	[ ] No	[ ] Don't know	(2) Fireplace insert?
[ ] Yes	[ ] No	[ ] Don't know	(3) Pellet stove?
[ ] Yes	[ ] No	[ ] Don't know	(4) Fireplace?

[ ] Yes	[ ] No	[ ] Don't know	If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?
[ ] Yes	[ ] No	[ ] Don't know	D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?
[ ] Yes	[ ] No	[ ] Don't know	E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)
[ ] 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

[ ] Yes	[ ] No	[ ] Don't know	A. Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:
[ ] Yes	[ ] No	[ ] Don't know	B. Are there regular periodic assessments: $ . . . per [ ] Month [ ] Year [ ] Other . . . . .
[ ] Yes	[ ] No	[ ] Don't know	*C. Are there any pending special assessments?
[ ] Yes	[ ] No	[ ] Don't know	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?
[ ] Yes	[ ] No	[ ] Don't know	*E. Have there been any modifications or remodeling?
[ ] Yes	[ ] No	[ ] Don't know	If yes, were all necessary homeowners' association approvals obtained?

7. ENVIRONMENTAL

[ ] Yes	[ ] No	[ ] Don't know	*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
[ ] Yes	[ ] No	[ ] Don't know	*B. Does any part of the property contain fill dirt, waste, or other fill material?

[ ] Yes	[ ] No	[ ] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
[ ] Yes	[ ] No	[ ] Don't know	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
[ ] Yes	[ ] No	[ ] Don't know	*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
[ ] Yes	[ ] No	[ ] Don't know	*F. Has the property been used for commercial or industrial purposes?
[ ] Yes	[ ] No	[ ] Don't know	*G. Is there any soil or groundwater contamination?
[ ] Yes	[ ] No	[ ] Don't know	*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
[ ] Yes	[ ] No	[ ] Don't know	*I. Has the property been used as a legal or illegal dumping site?
[ ] Yes	[ ] No	[ ] Don't know	*J. Has the property been used as an illegal drug manufacturing site?
[ ] Yes	[ ] No	[ ] Don't know	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?
			8. MANUFACTURED AND MOBILE HOMES
			If the property includes a manufactured or mobile home,
[ ] Yes	[ ] No	[ ] Don't know	*A. Did you make any alterations to the home? If yes, please describe the alterations: . . . . .

[ ] Yes [ ] No [ ] Don't know *B. Did any previous owner make any alterations to the home?

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

9. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

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

B. Verification:

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

DATE . . . . . SELLER . . . . . SELLER . . . . . .

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

A. Buyer hereby acknowledges that: Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

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

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

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

DATE . . . . . BUYER . . . . . BUYER. . . . . .

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

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

Passed by the House March 11, 2026.

Passed by the Senate March 4, 2026.
Approved by the Governor March 24, 2026.
Filed in Office of Secretary of State March 25, 2026.

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