2417-S AMH BENS H4949.1

SHB 2417 - H AMD 812 By Representative Benson

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

- 3 "Sec. 1. RCW 64.06.020 and 2003 c 200 s 1 are each amended to read 4 as follows:
- (1) In a transaction for the sale of residential property, the seller shall, unless the buyer has expressly waived the right to receive the disclosure statement, or unless the transfer is 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
- 10 following information:
- 11 INSTRUCTIONS TO THE SELLER
- 12 Please complete the following form. Do not leave any spaces blank. If
- 13 the question clearly does not apply to the property write "NA". If the
- 14 answer is "yes" to any * items, please explain on attached sheets.
- 15 Please refer to the line number(s) of the question(s) when you provide
- 16 your explanation(s). For your protection you must date and sign each
- 17 page of this disclosure statement and each attachment. Delivery of the
- 18 disclosure statement must occur not later than five business days,
- 19 unless otherwise agreed, after mutual acceptance of a written contract
- 20 to purchase between a buyer and a seller.
- 21 NOTICE TO THE BUYER
- 22 THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE
- 24 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
- 25 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
- 26 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
- 27 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
- 28 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
- 29 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS

- 1 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
- 2 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
- 3 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
- 4 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
- 5 THE TIME YOU ENTER INTO A SALE AGREEMENT.
- 6 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
- 7 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
- 8 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
- 9 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
- 10 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
- 11 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
- 12 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
- 13 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
- 14 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
- 15 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
- 16 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
- 17 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
- 18 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
- 19 WARRANTIES.
- 20 Seller . . . is/ . . . is not occupying the property.

21	I. SELLER'S DISCLOSURES:						
22	*If you answer "Yes" to a question with an asterisk (*), please explain your answer and						
23	attach documents, if available and not otherwise publicly recorded. If necessary, use an						
24	attached she	attached sheet.					
25				1. TITLE			
26	[] Yes	[] No	[] Don't know	A. Do you have legal authority to sell			
27				the property? If no, please explain.			
28	[] Yes	[] No	[] Don't know	*B. Is title to the property subject to any			
29				of the following?			
30				(1) First right of refusal			
31				(2) Option			
32				(3) Lease or rental agreement			
33				(4) Life estate?			
34	[] Yes	[] No	[] Don't know	*C. Are there any encroachments,			
35				boundary agreements, or boundary			
36				disputes?			

1 2 3	[] Yes	[] No	[] Don't know	*D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the property?
4 5 6	[] Yes	[] No	[] Don't know	*E. Are there any written agreements for joint maintenance of an easement or right of way?
7 8 9	[] Yes	[] No	[] Don't know	*F. Is there any study, survey project, or notice that would adversely affect the property?
10 11	[] Yes	[] No	[] Don't know	*G. Are there any pending or existing assessments against the property?
12 13 14 15	[]Yes	[] No	[] Don't know	*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
16 17	[] Yes	[] No	[] Don't know	*I. Is there a boundary survey for the property?
18 19	[] Yes	[] No	[] Don't know	*J. Are there any covenants, conditions, or restrictions which affect the property?
20				2. WATER
21				A. Household Water
22				(1) The source of water for the
23				property is:
24				[] Private or publicly owned water
25				system
26 27				[] Private well serving only the
28				subject property *[] Other water system
29	[] Yes	[] No	[] Don't know	*If shared, are there any written
30	[] 103	[]110	[] Bont know	agreements?
31	[] Yes	[] No	[] Don't know	*(2) Is there an easement (recorded
32				or unrecorded) for access to and/or
33				maintenance of the water source?
34 35	[] Yes	[] No	[] Don't know	*(3) Are there any known problems or repairs needed?
36	[] Yes	[] No	[] Don't know	(4) During your ownership, has the
37				source provided an adequate year
38				round supply of potable water? If
39				no, please explain.
40	[] Yes	[] No	[] Don't know	*(5) Are there any water treatment
41 42				systems for the property? If yes, are they []Leased []Owned
43				B. Irrigation
44	[]Yes	[] No	[] Don't know	(1) Are there any water rights for the
45				property, such as a water right,
46				permit, certificate, or claim?

1 2	[] Yes	[] No	[] Don't know	*(a) If yes, have the water rights been used during the last five years?
3	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate available?
5				C. Outdoor Sprinkler System
6	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler system for the property?
8	[] Yes	[] No	[] Don't know	(2) If yes, are there any defects in the system?
10 11	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler system connected to irrigation water?
12 13				3. SEWER/ON-SITE SEWAGE SYSTEM
14				A. The property is served by: [] Public
15				sewer system, [] On-site sewage system
16				(including pipes, tanks, drainfields, and
17				all other component parts) [] Other
18				disposal system, please describe:
19				
20	[] Yes	[] No	[] Don't know	B. If public sewer system service is
21				available to the property, is the house
22				connected to the sewer main? If no,
23				please explain.
24				
25	[] Yes	[] No	[] Don't know	C. Is the property subject to any sewage
26				system fees or charges in addition to
27				those covered in your regularly billed
28				sewer or on-site sewage system
29				maintenance service?
30				D. If the property is connected to an on-
31				site sewage system:
32	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
33				construction, and was it approved by
34				the local health department or
35				district following its construction?
36				(2) When was it last pumped:
37				
38	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
39				operation of the on-site sewage
40				system?
41			[] Don't know	(4) When was it last inspected?
42				
43				By Whom:
44			[] Don't know	(5) For how many bedrooms was the
45				on-site sewage system approved ?
46				bedrooms

1 2 3 4	[]Ye	es	[] No	[] Don't	know	laundry drain, co site sewage sys	bing fixtures, including nnected to the sewer/on- stem? If no, please
5 6	[]Ye	es	[] No	[] Don't	know		een any changes or site sewage system?
7 8 9 10	[]Ye	es	[] No	[] Don't	know	including the dra within the bound no, pl	n-site sewage system, ninfield, located entirely aries of the property? If ease explain.
12 13 14 15	[]Ye	es	[] No	[] Don't	know	require monitor services more f year? If	on-site sewage system ring and maintenance requently than once a yes, please explain.
17	NOT	ICE: II	F THIS RE	SIDENTIA	L REAL F	ROPERTY DISCI	LOSURE
18	STAT	ГЕМЕ	NT IS BEIN	NG COMPI	ETED FO	R NEW CONSTR	UCTION WHICH
19	HAS	NEVE	R BEEN O	CCUPIED	THE SEL	LER IS NOT REQ	UIRED TO
20	COM	PLETI	E THE QU	ESTIONS 1	LISTED IN	ITEM 4. STRUC	TURAL OR ITEM
21	5. SY	STEN	IS AND FI	XTURES			
22						4. STRUCTUR	AL
23	[]Ye	es	[] No	[] Don't	know	*A. Has the roof	leaked?
24	[]Ye	es	[] No	[] Don't	know	*B. Has the base	ement flooded or
25						leaked?	
26	[]Ye	es	[] No	[] Don't	know	*C. Have there b	been any conversions,
27						additions, or rem	odeling?
28 29	[]Ye	es	[] No	[] Don't	know	*(1) If yes, permits obta	were all building ined?
30 31	[]Ye	es	[] No	[] Don't	know	*(2) If yes, inspections of	were all final
32	[] Ye	es	[] No	[] Don't	know	D. Do you know	the age of the house?
33						If yes, year of ori	iginal construction:
34							
35	[]Ye	es	[] No	[] Don't	know	*E. Has there be	en any settling,
36						slippage, or slidir	ng of the property or its
37						improvements?	
38	[]Ye	es	[] No	[] Don't	know	*F. Are there an	y defects with the
39						following: (If ye	s, please check
40						applicable items	and explain.)
41		□ Fou	undations		□ Decks		□ Exterior Walls
42		□ Chi	imneys		□ Interio	r Walls	□ Fire Alarm
43		□ Do	ors		□ Windo	ws	□ Patio
44		□ Cei	ilings		□ Slab Fl	oors	□ Driveways
45		□ Poo	_		□ Hot Tu		□ Sauna
46		□ Sid	ewalks		□ Outbui		□ Fireplaces
						-	-

1		□ Garage Floors		□ Walkways		□ Siding
2		□ Other		□ Wood Stove		
3 4 5 6	Į.] Yes	[] No	[] Don't know	house" i	as a structural pest or "whole inspection done? If yes, when whom was the inspection ed?
7 8 9	[] Yes	[] No	[] Don't know	property	ng your ownership, has the had any wood destroying n or pest infestation?
10]] Yes	[] No	[] Don't know	I. Is the	attic insulated?
11]] Yes	[] No	[] Don't know	J. Is the	basement insulated?
12					5. SYST	TEMS AND FIXTURES
13 14 15 16					fixtures	any of the following systems or are included with the transfer, any defects? If yes, please
17 18]] Yes	[] No	[] Don't know		ectrical system, including wiring, tches, outlets, and service
19 20	[] Yes	[] No	[] Don't know		umbing system, including pipes, cets, fixtures, and toilets
21]] Yes	[] No	[] Don't know	Но	ot water tank
22]] Yes	[] No	[] Don't know	Ga	arbage disposal
23]] Yes	[] No	[] Don't know	Ap	ppliances
24]] Yes	[] No	[] Don't know	Su	ımp pump
25]] Yes	[] No	[] Don't know	Не	eating and cooling systems
26 27]] Yes	[] No	[] Don't know		curity system Dwned [] Leased
28					Ot	her
29					*B.	If any of the following fixtures
30					_	property is included with the
31 32						sfer, are they leased? (If yes,
33	r] Yes	[]No	[] Don't know	_	ase attach copy of lease.)
34			[] No [] No	[] Don't know		urity system
35			[] No	[] Don't know		ellite dish
36	l] Tes	[]110	[] Don't know		er:
37						
		1.87	53.N	C15 1-1		IMON INTERESTS
38 39	l] Yes	[] No	[] Don't know	A. Associat	Is there a Home Owners' tion? Name of Association
40						·····
41 42	Į] Yes	[] No	[] Don't know		there regular periodic
43					\$. per [] Month [] Year
44					[] Other	· · · · · · · · · · · · · · · · · · ·
45 46	[] Yes	[] No	[] Don't know	*C. Are	there any pending special ents?

1 2 3 4 5	[] 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
6				undivided interest with others)?
7				7. GENERAL
8 9	[] Yes	[] No	[] Don't know	*A. Have there been any drainage problems on the property?
10 11	[] Yes	[] No	[] Don't know	*B. Does the property contain fill material?
12 13 14	[] Yes	[] No	[] Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils,
15				or landslides?
16 17	[] Yes	[] No	[] Don't know	D. Is the property in a designated flood plain?
18 19 20	[] Yes	[] No	[] Don't know	*E. Are there any substances, materials, or products on the property that may be environmental concerns, such as
21				asbestos, formaldehyde, radon gas, lead- based paint, fuel or chemical storage
23 24	[] Yes	[] No	[] Don't know	tanks, or contaminated soil or water? *G. Has the property ever been used as
25	[] 163	[]110	[] Don't know	an illegal drug manufacturing site?
26 27 28	[] Yes	[] No	[] Don't know	*H. Are there any radio towers in the area that may cause interference with telephone reception?
29 30				8. MANUFACTURED AND MOBILE HOMES
31 32				If the property includes a manufactured or mobile home,
33 34	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to the home? If yes, please describe the
35				alterations:
36 37	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
38				alterations to the home? If yes, please describe the alterations:
39	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
40				permits or variances for these alterations
41				obtained?
42 43				9. FULL DISCLOSURE BY SELLERS
44				A. Other conditions or defects:

1	[] Yes [] No [] Don't know *Are there any other existing material
2	defects affecting the property that a
3	prospective buyer should know about?
4	B. Verification:
5	The foregoing answers and attached
6	explanations (if any) are complete and
7	correct to the best of my/our knowledge
8	and I/we have received a copy hereof.
9	I/we authorize all of my/our real estate
10	licensees, if any, to deliver a copy of this
11	disclosure statement to other real estate
12	licensees and all prospective buyers of
13 14	the property.
14	DATE SELLER SELLER
15	NOTICE TO THE BUYER
16	INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY
17	BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS
18	NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS
19	INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF
20	REGISTERED SEX OFFENDERS.
21	II. BUYER'S ACKNOWLEDGMENT
22	A. Buyer hereby acknowledges that: Buyer has a duty to pay
23	diligent attention to any material defects that are known to
24	Buyer or can be known to Buyer by utilizing diligent attention
25	and observation.
26	B. The disclosures set forth in this statement and in any
27	amendments to this statement are made only by the Seller and
28	not by any real estate licensee or other party.
29	C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
30	estate licensees are not liable for inaccurate information
31	provided by Seller, except to the extent that real estate
32	licensees know of such inaccurate information.
33	D. This information is for disclosure only and is not intended to
34	be a part of the written agreement between the Buyer and
35	Seller.
36	E. Buyer (which term includes all persons signing the "Buyer's
37	acceptance" portion of this disclosure statement below) has
38	received a copy of this Disclosure Statement (including
39	attachments, if any) bearing Seller's signature.
40	DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
41	SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
42	SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
43	OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
44	THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO

45 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN

- 1 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER
- 2 DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE
- 3 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
- 4 AGREEMENT.
- 5 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
- 6 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
- 7 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
- 9 (2) If the disclosure statement is being completed for new 10 construction which has never been occupied, the disclosure statement is 11 not required to contain and the seller is not required to complete the 12 questions listed in item 4. Structural or item 5. Systems and
- 13 Fixtures.
- 14 (3) The seller disclosure statement shall be for disclosure only,
- 15 and shall not be considered part of any written agreement between the
- 16 buyer and seller of residential property. The seller disclosure
- 17 statement shall be only a disclosure made by the seller, and not any
- 18 real estate licensee involved in the transaction, and shall not be
- 19 construed as a warranty of any kind by the seller or any real estate
- 20 licensee involved in the transaction.
- NEW SECTION. Sec. 2. A new section is added to chapter 64.06 RCW
- 22 to read as follows:
- The notice regarding sex offenders under RCW 64.06.020 does not
- $\,$ 24 $\,$ create any legal duty on the part of the seller, or on the part of any
- 25 real estate licensee, to investigate or to provide the buyer with
- 26 information regarding the actual presence, or lack thereof, of
- 27 registered sex offenders in the area of any property, including but not
- 28 limited to any property that is the subject of a disclosure or waiver
- 29 of disclosure under this chapter, or that is exempt from disclosure
- 30 under RCW 64.06.010.
- 31 <u>NEW SECTION.</u> **Sec. 3.** This act applies prospectively only and not
- 32 retroactively. It applies only to residential real property purchase
- 33 and sale agreements entered into on or after the effective date of this
- 34 act, without regard to when the agreements are closed or finalized.

- 1 <u>NEW SECTION.</u> **Sec. 4.** This act takes effect January 1, 2005."
- 2 Correct the title.

--- END ---