

SHB 1634 - S COMM AMD

By Committee on Financial Services, Insurance & Housing

ADOPTED 04/15/2003

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

3 "Sec. 1. RCW 64.06.020 and 1996 c 301 s 2 are each amended to read
4 as follows:

5 (1) In a transaction for the sale of residential (~~real~~) property,
6 the seller shall, unless the buyer has expressly waived the right to
7 receive the disclosure statement, or unless the transfer is exempt
8 under RCW 64.06.010, deliver to the buyer a completed (~~real property~~
9 ~~transfer~~) seller disclosure statement in the following format and that
10 contains, at a minimum, the 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 (~~THE SELLER(S), CONCERNING~~)
23 SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT
24 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

25 (~~DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE~~
26 ~~BASIS OF~~) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL
27 FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE
28 OF THE PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~
29 SELLER.) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND

1 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS~~((~~
2 ~~UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S))~~
3 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
4 STATEMENT TO YOU TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING ((YOUR
5 SEPARATE)) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE
6 SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR)) SELLER OR SELLER'S AGENT.
7 IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN
8 YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO ((ENTERING)) OR AFTER THE
9 TIME YOU ENTER INTO A SALE AGREEMENT.

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

14 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
15 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF ((A
16 ~~QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR~~
17 ~~EXAMPLE)) QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE,
18 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
19 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
20 TREATMENT INSPECTORS, OR STRUCTURAL PEST ((AND DRY ROT)) INSPECTORS.
21 THE PROSPECTIVE BUYER AND ((THE ~~OWNER~~)) SELLER MAY WISH TO OBTAIN
22 PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
23 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
24 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.~~

25 Seller is/ is not occupying the property.

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I. SELLER'S DISCLOSURES:

**If ("Yes" attach a copy or explain) 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

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? <u>If no, please explain.</u> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option |

1 (3) Lease or rental agreement
2 (4) Life estate?
3 Yes No Don't know *C. Are there any encroachments,
4 boundary agreements, or boundary
5 disputes?
6 Yes No Don't know *D. Are there any rights of way,
7 easements, or access limitations that
8 may affect the ((owner's)) Buyer's use of
9 the property?
10 Yes No Don't know *E. Are there any written agreements
11 for joint maintenance of an easement or
12 right of way?
13 Yes No Don't know *F. Is there any study, survey project, or
14 notice that would adversely affect the
15 property?
16 Yes No Don't know *G. Are there any pending or existing
17 assessments against the property?
18 Yes No Don't know *H. Are there any zoning violations,
19 nonconforming uses, or any unusual
20 restrictions on the ((subject)) property
21 that would affect future construction or
22 remodeling?
23 Yes No Don't know *I. Is there a boundary survey for the
24 property?
25 Yes No Don't know *J. Are there any covenants, conditions,
26 or restrictions which affect the property?

27 **2. WATER**

28 A. Household Water

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

31 Private or publicly owned water
32 system

33 Private well serving only the
34 subject property

35 * Other water system

36 Yes No Don't know *If shared, are there any written
37 agreements?

38 ((Public Community
39 Private Shared

40 (2) Water source information:

41 Yes No Don't know *a. Are there any written
42 agreements for shared water
43 source?))

1 Yes No Don't know ((#b-)) *(2) Is there an
 2 easement (recorded or
 3 unrecorded) for access to
 4 and/or maintenance of the
 5 water source?
 6 Yes No Don't know ((#e-)) *(3) Are there any
 7 known problems or repairs
 8 needed?
 9 Yes No Don't know ((#d-Does)) (4) During your
 10 ownership, has the source
 11 ((provide)) provided an
 12 adequate year round supply of
 13 potable water? If no, please
 14 explain.
 15 Yes No Don't know ((#f-)) *(5) Are there any water
 16 treatment systems for the property?
 17 If yes, are they Leased Owned

18 **B. Irrigation**

19 Yes No Don't know (1) Are there any water rights for
 20 the property, such as a water right,
 21 permit, certificate, or claim?
 22 Yes No Don't know ((#2) If they exist, to your
 23 knowledge,) *(a) If yes, have the
 24 water rights been used during the
 25 last ((five-year period)) five years?
 26 Yes No Don't know ((#3)) *(b) If so, is the certificate
 27 available?

28 **C. Outdoor Sprinkler System**

29 Yes No Don't know (1) Is there an outdoor sprinkler
 30 system for the property?
 31 Yes No Don't know ((#2)) (2) If yes, are there any
 32 defects in the ((outdoor sprinkler))
 33 system?
 34 Yes No Don't know *(3) If yes, is the sprinkler system
 35 connected to irrigation water?

36 **3. SEWER/((SEPTIC)) ON-SITE
 37 SEWAGE SYSTEM**

38 **A.** The property is served by: Public
 39 sewer ((main)) system, ((Septic
 40 tank)) On-site sewage system (including
 41 pipes, tanks, drainfields, and all other
 42 component parts) Other disposal
 43 system (((describe))) Please describe:
 44

1 Yes No Don't know B. If ~~((the property is served by a public~~
2 ~~or community sewer main, is the house~~
3 ~~connected to the)) public sewer system~~
4 ~~service is available to the property, is the~~
5 ~~house connected to the sewer main? If~~
6 ~~no, please explain.~~
7
8 Yes No Don't know C. Is the property ~~((currently subject to~~
9 ~~a sewer capacity charge)) subject to any~~
10 ~~sewage system fees or charges in~~
11 ~~addition to those covered in your~~
12 ~~regularly billed sewer or on-site sewage~~
13 ~~system maintenance service?~~
14 D. If the property is connected to ~~((a~~
15 ~~septic)) an on-site sewage system:~~
16 Yes No Don't know *(1) Was a permit issued for its
17 construction, and was it approved
18 by the ~~((city or county)) local health~~
19 ~~department or district following its~~
20 ~~construction?~~
21 (2) When was it last pumped:
22 ~~((+19))~~ ...
23 Yes No Don't know *(3) Are there any defects in the
24 operation of the ~~((septic)) on-site~~
25 ~~sewage system?~~
26 Don't know (4) When was it last inspected?
27 ~~((+19))~~ ...
28 By Whom:
29 Don't know (5) For how many bedrooms was
30 the on-site sewage system approved
31 ~~((for))?~~
32 bedrooms
33 Yes No Don't know ~~((#E - Do)) E. Are~~ all plumbing
34 fixtures, including laundry drain, ~~((#E))~~
35 ~~connected~~ to the ~~((septic/sewer))~~
36 ~~sewer/on-site sewage~~ system? If no,
37 please explain:
38 Yes No Don't know *F. ~~((Are you aware of)) Have there~~
39 ~~been any changes or repairs to the~~
40 ~~((septic)) on-site sewage system?~~
41 Yes No Don't know G. Is the ~~((septic tank)) on-site sewage~~
42 ~~system, including the drainfield, located~~
43 ~~entirely within the boundaries of the~~
44 ~~property? If no, please explain.~~
45

1 Yes No Don't know H. Does the on-site sewage system
 2 require monitoring and maintenance
 3 services more frequently than once a
 4 year? If yes, please explain.
 5

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

11 **4. STRUCTURAL**

12 Yes No Don't know *A. Has the roof leaked?
 13 ~~((Yes No Don't know~~ If yes, has it been repaired?)
 14 Yes No Don't know *B. Has the basement flooded or
 15 leaked?
 16 Yes No Don't know *C. Have there been any conversions,
 17 additions, or remodeling?
 18 Yes No Don't know ((~~(#1:)~~) *(1) If yes, were all
 19 building permits obtained?
 20 Yes No Don't know ((~~(#2:)~~) *(2) If yes, were all final
 21 inspections obtained?
 22 Yes No Don't know ((~~(C:)~~) D. Do you know the age of the
 23 house? If yes, year of original
 24 construction:
 25
 26 Yes No Don't know ((~~(#D: Do you know of)~~) * E. Has
 27 there been any settling, slippage, or
 28 sliding of ((either the house or other
 29 structures/improvements located on the
 30 property? If yes, explain:)) the property
 31 or its improvements?
 32 ((.....))
 33 Yes No Don't know ((~~(#E: Do you know of)~~) * F. Are there
 34 any defects with the following: (If yes,
 35 please check applicable items and
 36 explain.)

- 37 Foundations Decks Exterior Walls
 38 Chimneys Interior Walls Fire Alarm
 39 Doors Windows Patio
 40 Ceilings Slab Floors Driveways
 41 Pools Hot Tub Sauna
 42 Sidewalks Outbuildings Fireplaces
 43 Garage Floors Walkways Siding
 44 Other Wood Stoves

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Was a pest or dry rot, structural or
2				"whole house" inspection done? When
3				and by whom was the inspection
4				completed?
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Since assuming ownership, has
6				your property had a problem with wood
7				destroying organisms and/or have there
8				been any problems with pest control,
9				infestations, or vermin?))
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Was a structural pest or "whole
11				house" inspection done? If yes, when
12				and by whom was the inspection
13				completed?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	H. During your ownership, has the
15				property had any wood destroying
16				organism or pest infestation?
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	I. Is the attic insulated?
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	J. Is the basement insulated?

5. SYSTEMS AND FIXTURES

20	<input type="checkbox"/> *A. If any of the following			
21	systems or fixtures are included with the			
22	transfer, ((do they have any existing			
23	defects?)) are there any defects? If yes,			
24	please explain.			
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#A-)) Electrical system, including
26				wiring, switches, outlets, and
27				service
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#B-)) Plumbing system, including
29				pipes, faucets, fixtures, and toilets
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#C-)) Hot water tank
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#D-)) Garbage disposal
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#E-)) Appliances
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#F-)) Sump pump
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#G-)) Heating and cooling
35				systems
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	((#H-)) Security system
37				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
38				((#I-)) 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.)

43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type):
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish
46				Other:

6. COMMON INTERESTS

1 Yes No Don't know A. Is there a Home Owners'
2 Association? Name of Association
3
4 Yes No Don't know B. Are there regular periodic
5 assessments:
6 \$ per Month Year
7 Other

8 Yes No Don't know *C. Are there any pending special
9 assessments?
10 Yes No Don't know *D. Are there any shared "common
11 areas" or any joint maintenance
12 agreements (facilities such as walls,
13 fences, landscaping, pools, tennis courts,
14 walkways, or other areas co-owned in
15 undivided interest with others)?

7. GENERAL

17 Yes No Don't know *A. ~~(Is there any settling, soil, standing~~
18 ~~water, or)~~ Have there been any drainage
19 problems on the property?
20 Yes No Don't know *B. Does the property contain fill
21 material?
22 Yes No Don't know *C. Is there any material damage to the
23 property ~~((or any of the structure))~~ from
24 fire, wind, floods, beach movements,
25 earthquake, expansive soils, or
26 landslides?
27 Yes No Don't know D. Is the property in a designated flood
28 plain?
29 Yes No Don't know *E. Are there any substances, materials,
30 or products on the property that may be
31 ~~((an))~~ environmental ~~((hazard such as,~~
32 ~~but not limited to,))~~ concerns, such as
33 asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage
34 tanks, ~~((and))~~ or contaminated soil or
35 water ~~((on the subject property))~~?
36 Yes No Don't know *G. Has the property ever been used as
37 an illegal drug manufacturing site?
38 Yes No Don't know *H. Are there any radio towers in the
39 area that may cause interference with
40 telephone reception?

8. MANUFACTURED AND MOBILE HOMES

43 If the property includes a manufactured
44 or mobile home,
45 Yes No Don't know *A. Did you make any alterations to the
46 home? If yes, please describe the
47 alterations:

1 Yes No Don't know *B. Did any previous owner make any
2 alterations to the home? If yes, please
3 describe the alterations:

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

7 **~~(B.)~~ 9. FULL DISCLOSURE BY**
8 **SELLERS**

9 A. Other conditions or defects:

10 Yes No Don't know *Are there any other existing material
11 defects affecting ~~((this))~~ the property
12 ~~((or its value))~~ that a prospective buyer
13 should know about?

14 B. Verification:

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

24 DATE SELLER SELLER

25 **II. BUYER'S ACKNOWLEDGMENT**

26 A. ~~((As buyer(s), I/we acknowledge the))~~ Buyer hereby
27 acknowledges that: Buyer has a duty to pay diligent attention
28 to any material defects ~~((which))~~ that are known to ~~((me/us))~~
29 Buyer or can be known to ~~((me/us))~~ Buyer by utilizing diligent
30 attention and observation.

31 B. ~~((Each buyer acknowledges and understands that))~~ The
32 disclosures set forth in this statement and in any amendments
33 to this statement are made only by the Seller and not by any
34 real estate licensee or other party.

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

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

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

1 DISCLOSURES CONTAINED IN THIS ((FORM)) DISCLOSURE STATEMENT ARE
2 PROVIDED BY ((THE)) SELLER BASED ON ((THE BASIS OF)) SELLER'S ACTUAL
3 KNOWLEDGE OF THE PROPERTY AT THE TIME ((OF DISCLOSURE. YOU, THE
4 BUYER,)) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND
5 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
6 DAYS((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS
7 SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
8 DISCLOSURE STATEMENT TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING
9 ((YOUR SEPARATE SIGNED)) A SEPARATELY SIGNED WRITTEN STATEMENT OF
10 RESCISSION TO ((THE)) SELLER ((UNLESS YOU WAIVE THIS RIGHT OF
11 RESCISSION)) OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A
12 COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND
13 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
14 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ((REAL PROPERTY
15 TRANSFER)) DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
16 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
17 LICENSEE OR OTHER PARTY.
18 DATE BUYER BUYER

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

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

SHB 1634 - S COMM AMD

By Committee on Financial Services, Insurance & Housing

ADOPTED 04/15/2003

1 On page 1, line 2 of the title, after "statement;" strike the
2 remainder of the title and insert "and amending RCW 64.06.020."

--- END ---