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HOUSE BILL 1634

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State of Washington                      58th Legislature                      2003 Regular Session

By Representatives Conway, Chandler, Kenney, Berkey, Wood, Holmquist, Crouse, Tom, Edwards and Rockefeller

Read first time 02/03/2003.      Referred to Committee on Commerce & Labor.

1            AN ACT Relating to the residential property seller disclosure  
2 statement; and amending RCW 64.06.020.

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

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

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

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If  
14 the question clearly does not apply to the property write "NA". If the  
15 answer is "yes" to any \* items, please explain on attached sheets.  
16 Please refer to the line number(s) of the question(s) when you provide  
17 your explanation(s). For your protection you must date and sign each  
18 page of this disclosure statement and each attachment. Delivery of the

1 disclosure statement must occur not later than five business days,  
2 unless otherwise agreed, after mutual acceptance of a written contract  
3 to purchase between a buyer and a seller.

4 NOTICE TO THE BUYER

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

8 (~~DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE~~  
9 ~~BASIS OF~~) SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL  
10 FACTS OR MATERIAL DEFECTS THAT ARE NOT APPARENT OR READILY  
11 ASCERTAINABLE TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
12 PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~  
13 ~~SELLER.~~) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND  
14 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS(~~—~~  
15 ~~UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S~~)  
16 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE  
17 STATEMENT TO YOU TO RESCIND (~~YOUR~~) THE AGREEMENT BY DELIVERING (~~YOUR~~  
18 ~~SEPARATE~~) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO (~~THE~~  
19 ~~SELLER, UNLESS YOU WAIVE THIS RIGHT~~) SELLER. YOU MAY, HOWEVER, WAIVE  
20 THE RIGHT TO RESCIND AT OR PRIOR TO (~~ENTERING~~) THE TIME YOU ENTER  
21 INTO A SALE AGREEMENT.

22 THE FOLLOWING ARE DISCLOSURES MADE BY (~~THE~~) 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 OF  
25 ANY WRITTEN AGREEMENT BETWEEN (~~THE~~) BUYER AND (~~THE~~) SELLER.

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

36 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**

- 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. Are there any rights of way, easements, or access limitations that may affect the ((owner's)) Buyer's use of the property?
- Yes     No     Don't know    \*E. Are there any written agreements for joint maintenance of an easement or right of way?
- Yes     No     Don't know    \*F. Is there any study, survey project, or notice that would adversely affect the property?
- Yes     No     Don't know    \*G. Are there any pending or existing assessments against the property?
- Yes     No     Don't know    \*H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the ((subject)) property that would affect future construction or remodeling?
- Yes     No     Don't know    \*I. Is there a boundary survey for the property?
- Yes     No     Don't know    \*J. Are there any covenants, conditions, or restrictions which affect the property?

**2. WATER**

- A. Household Water

1 (1) The source of ((the)) water for  
2 the property is:  
3  Private or publicly owned water  
4 system  
5  Private well serving only the  
6 subject property . . . . .  
7  Other water system  
8  Yes  No  Don't know \*If shared, are there any written  
9 agreements?  
10 (( Public  Community  
11  Private  Shared  
12 (2) Water source information:  
13  Yes  No  Don't know \*a. Are there any written  
14 agreements for shared water  
15 source?)  
16  Yes  No  Don't know ((#b.)) \*(2) Is there an  
17 easement (recorded or  
18 unrecorded) for access to  
19 and/or maintenance of the  
20 water source?  
21  Yes  No  Don't know ((#e.)) \*(3) Are there any  
22 known problems or repairs  
23 needed?  
24  Yes  No  Don't know ((#d. Does)) (4) During your  
25 ownership, has the source  
26 ((provide)) provided an  
27 adequate year round supply of  
28 potable water? If no, please  
29 explain.  
30  Yes  No  Don't know ((#3)) \*(5) Are there any water  
31 treatment systems for the property?  
32 If yes, are they  Leased  Owned  
33 B. Irrigation  
34  Yes  No  Don't know (1) Are there any water rights for  
35 the property, such as a water right,  
36 permit, certificate, or claim?  
37  Yes  No  Don't know ((#2) If they exist, to your  
38 knowledge.) \*(a) If yes, have the  
39 water rights been used during the  
40 last ((five-year period)) five years?  
41  Yes  No  Don't know ((#3)) \*(b) If so, is the certificate  
42 available?  
43 C. Outdoor Sprinkler System  
44  Yes  No  Don't know (1) Is there an outdoor sprinkler  
45 system for the property?













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

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

22 DATE . . . . . BUYER . . . . . BUYER . . . . .

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

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

--- END ---