

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1634

58th Legislature
2003 Regular Session

Passed by the House April 22, 2003
Yeas 98 Nays 0

Speaker of the House of Representatives

Passed by the Senate April 14, 2003
Yeas 47 Nays 1

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Cynthia Zehnder, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1634** 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 1634

AS AMENDED BY THE SENATE

Passed Legislature - 2003 Regular Session

State of Washington 58th Legislature 2003 Regular Session

By House Committee on Commerce & Labor (originally sponsored by Representatives Conway, Chandler, Kenney, Berkey, Wood, Holmquist, Crouse, Tom, Edwards and Rockefeller)

READ FIRST TIME 03/05/03.

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 TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE
11 OF THE PROPERTY AT THE TIME (~~THIS DISCLOSURE FORM IS COMPLETED BY THE~~
12 SELLER.) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND
13 SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS(~~7~~
14 UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S)
15 FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE
16 STATEMENT TO YOU TO RESCIND ((YOUR)) THE AGREEMENT BY DELIVERING ((YOUR
17 SEPARATE)) A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO ((THE
18 SELLER, UNLESS YOU WAIVE THIS RIGHT AT OR)) SELLER OR SELLER'S AGENT.
19 IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN
20 YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO ((ENTERING)) OR AFTER THE
21 TIME YOU ENTER 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, ON-SITE WASTEWATER
32 TREATMENT INSPECTORS, OR STRUCTURAL PEST ((AND DRY ROT)) INSPECTORS.
33 THE PROSPECTIVE BUYER AND ((THE OWNER)) SELLER MAY WISH TO OBTAIN
34 PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY ((AND)) OR TO
35 PROVIDE ((FOR)) APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH
36 RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

37 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?

1 Yes No Don't know ((#2)) (2) If yes, are there any
 2 defects in the ((~~outdoor sprinkler~~))
 3 system?

4 Yes No Don't know *(3) If yes, is the sprinkler system
 5 connected to irrigation water?

6 **3. SEWER/((SEPTIC)) ON-SITE**
 7 **SEWAGE SYSTEM**

8 A. The property is served by: Public
 9 sewer ((~~main~~)) system, ((~~Septic~~
 10 tank)) On-site sewage system (including
 11 pipes, tanks, drainfields, and all other
 12 component parts) Other disposal
 13 system ((~~describe~~)) Please describe:
 14

15 Yes No Don't know B. If ((~~the property is served by a public~~
 16 or community sewer main, is the house
 17 connected to the)) public sewer system
 18 service is available to the property, is the
 19 house connected to the sewer main? If
 20 no, please explain.
 21

22 Yes No Don't know C. Is the property ((~~currently subject to~~
 23 a sewer capacity charge)) subject to any
 24 sewage system fees or charges in
 25 addition to those covered in your
 26 regularly billed sewer or on-site sewage
 27 system maintenance service?

28 D. If the property is connected to ((~~a~~
 29 septic)) an on-site sewage system:
 30 Yes No Don't know *(1) Was a permit issued for its
 31 construction, and was it approved
 32 by the ((~~city or county~~)) local health
 33 department or district following its
 34 construction?
 35 (2) When was it last pumped:
 36 ((-19))...

37 Yes No Don't know *(3) Are there any defects in the
 38 operation of the ((~~septic~~)) on-site
 39 sewage system?
 40 Don't know (4) When was it last inspected?
 41 ((-19))...
 42 By Whom:
 43 Don't know (5) For how many bedrooms was
 44 the on-site sewage system approved
 45 ((~~for~~))?
 46 bedrooms

1 Yes No Don't know ~~((#E.—Do))~~ E. Are all plumbing
2 fixtures, including laundry drain, ~~((gø))~~
3 connected to the ~~((septic/sewer))~~
4 sewer/on-site sewage system? If no,
5 please explain:

6 Yes No Don't know *F. ~~((Are you aware of))~~ Have there
7 been any changes or repairs to the
8 ~~((septic))~~ on-site sewage system?

9 Yes No Don't know G. Is the ~~((septic-tank))~~ on-site sewage
10 system, including the drainfield, located
11 entirely within the boundaries of the
12 property? If no, please explain.
13

14 Yes No Don't know H. Does the on-site sewage system
15 require monitoring and maintenance
16 services more frequently than once a
17 year? If yes, please explain.
18

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

24 **4. STRUCTURAL**

25 Yes No Don't know *A. Has the roof leaked?
26 ~~((#1—Yes))~~ ~~((#1—No))~~ ~~((#1—Don't know))~~ If yes, has it been repaired?)

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

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

31 Yes No Don't know ~~((#1—))~~ *(1) If yes, were all
32 building permits obtained?

33 Yes No Don't know ~~((#2—))~~ *(2) If yes, were all final
34 inspections obtained?

35 Yes No Don't know ~~((C—))~~ D. Do you know the age of the
36 house? If yes, year of original
37 construction:
38

39 Yes No Don't know ~~((#D.—Do you know of))~~ * E. Has
40 there been any settling, slippage, or
41 sliding of ~~((either the house or other~~
42 ~~structures/improvements located on the~~
43 property? If yes, explain:)) the property
44 or its improvements?
45 ~~((.....))~~

- 1 A. ~~((As buyer(s), I/we acknowledge the))~~ Buyer hereby
2 acknowledges that: Buyer has a duty to pay diligent attention
3 to any material defects ((which)) that are known to ((me/us))
4 Buyer or can be known to ((me/us)) Buyer by utilizing diligent
5 attention and observation.
- 6 B. ~~((Each buyer acknowledges and understands that))~~ The
7 disclosures set forth in this statement and in any amendments
8 to this statement are made only by the Seller and not by any
9 real estate licensee or other party.
- 10 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real
11 estate licensees are not liable for inaccurate information
12 provided by Seller, except to the extent that real estate
13 licensees know of such inaccurate information.
- 14 D. This information is for disclosure only and is not intended to
15 be a part of the written agreement between the Buyer and
16 Seller.
- 17 E. Buyer (which term includes all persons signing the "Buyer's
18 acceptance" portion of this disclosure statement below)
19 ~~((hereby acknowledges receipt of))~~ has received a copy of this
20 Disclosure Statement (including attachments, if any) bearing
21 Seller's signature.

22 DISCLOSURES CONTAINED IN THIS ~~((FORM))~~ DISCLOSURE STATEMENT ARE
23 PROVIDED BY ~~((THE))~~ SELLER BASED ON ~~((THE BASIS OF))~~ SELLER'S ACTUAL
24 KNOWLEDGE OF THE PROPERTY AT THE TIME ~~((OF DISCLOSURE. YOU, THE~~
25 BUYER,)) SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND
26 SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS
27 DAYS ~~((, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS~~
28 SELLER'S)) FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
29 DISCLOSURE STATEMENT TO RESCIND ~~((YOUR))~~ THE AGREEMENT BY DELIVERING
30 ~~((YOUR SEPARATE SIGNED))~~ A SEPARATELY SIGNED WRITTEN STATEMENT OF
31 RESCISSION TO ~~((THE))~~ SELLER ~~((UNLESS YOU WAIVE THIS RIGHT OF~~
32 RESCISSION)) OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A
33 COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND
34 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

35 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS ~~((REAL PROPERTY~~
36 TRANSFER)) DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES
37 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE
38 LICENSEE OR OTHER PARTY.

39 DATE BUYER BUYER

40 (2) If the disclosure statement is being completed for new
41 construction which has never been occupied, the disclosure statement is

1 not required to contain and the seller is not required to complete the
2 questions listed in item 4. Structural or item 5. Systems and
3 Fixtures.

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

--- END ---