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**SUBSTITUTE SENATE BILL 6728**

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**State of Washington**

**59th Legislature**

**2006 Regular Session**

**By** Senate Committee on Water, Energy & Environment (originally sponsored by Senators Fraser, Swecker, Fairley, Prentice, Spanel, Thibaudeau and Franklin)

READ FIRST TIME 01/27/06.

1 AN ACT Relating to seller disclosure of information concerning  
2 unimproved real property zoned for residential use; and amending RCW  
3 64.06.005 and 64.06.020.

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

5 **Sec. 1.** RCW 64.06.005 and 2002 c 268 s 8 are each amended to read  
6 as follows:

7 This chapter applies only to residential real property. For  
8 purposes of this chapter, residential real property means:

9 (1) Real property consisting of, or improved by, one to four  
10 dwelling units;

11 (2) A residential condominium as defined in RCW 64.34.020(9),  
12 unless the sale is subject to the public offering statement requirement  
13 in the Washington condominium act, chapter 64.34 RCW;

14 (3) A residential timeshare, as defined in RCW 64.36.010(11),  
15 unless subject to written disclosure under the Washington timeshare  
16 act, chapter 64.36 RCW; (~~or~~)

17 (4) A mobile or manufactured home, as defined in RCW 43.22.335 or  
18 46.04.302, that is personal property; or

1       (5) Unimproved real property, including vacant lots in a plat or  
2 subdivision, zoned for single-family residential dwelling units, except  
3 for real property classified as farm and agricultural land or timber  
4 land for assessment purposes under chapter 84.34 RCW.

5       **Sec. 2.** RCW 64.06.020 and 2004 c 114 s 1 are each amended to read  
6 as follows:

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

13 INSTRUCTIONS TO THE SELLER

14 Please complete the following form. Do not leave any spaces blank. If  
15 the question clearly does not apply to the property write "NA". If the  
16 answer is "yes" to any \* items, please explain on attached sheets.  
17 Please refer to the line number(s) of the question(s) when you provide  
18 your explanation(s). For your protection you must date and sign each  
19 page of this disclosure statement and each attachment. Delivery of the  
20 disclosure statement must occur not later than five business days,  
21 unless otherwise agreed, after mutual acceptance of a written contract  
22 to purchase between a buyer and a seller.

23 NOTICE TO THE BUYER

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

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

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

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

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

16  
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**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**

- |                              |                             |                                     |  |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain.  |
| <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?<br>(1) First right of refusal<br>(2) Option<br>(3) Lease or rental agreement<br>(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *D. Are there any rights of way, easements, or access limitations that may affect the Buyer's use of the property?   |

1                                     Yes     No     Don't know    \*E. Are there any written agreements  
2 for joint maintenance of an easement or  
3 right of way?  
4                                     Yes     No     Don't know    \*F. Is there any study, survey project,  
5 or notice that would adversely affect the  
6 property?  
7                                     Yes     No     Don't know    \*G. Are there any pending or existing  
8 assessments against the property?  
9                                     Yes     No     Don't know    \*H. Are there any zoning violations,  
10 nonconforming uses, or any unusual  
11 restrictions on the property that would  
12 affect future construction or  
13 remodeling?  
14                                     Yes     No     Don't know    \*I. Is there a boundary survey for the  
15 property?  
16                                     Yes     No     Don't know    \*J. Are there any covenants, conditions,  
17 or restrictions which affect the property?  
18

**2. WATER**

A. Household Water

19                                    (1) The source of water for the  
20 property is:  
21                                     Private or publicly owned water  
22 system  
23                                     Private well serving only the  
24 subject property . . . . .  
25                                    \* Other water system  
26  
27                                     Yes     No     Don't know    \*If shared, are there any written  
28 agreements?  
29                                     Yes     No     Don't know    \*(2) Is there an easement (recorded  
30 or unrecorded) for access to and/or  
31 maintenance of the water source?  
32                                     Yes     No     Don't know    \*(3) Are there any known problems  
33 or repairs needed?  
34                                     Yes     No     Don't know    (4) During your ownership, has the  
35 source provided an adequate year  
36 round supply of potable water? If  
37 no, please explain.  
38                                     Yes     No     Don't know    \*(5) Are there any water treatment  
39 systems for the property? If yes,  
40 are they  Leased  Owned  
41

B. Irrigation

42                                     Yes     No     Don't know    (1) Are there any water rights for  
43 the property, such as a water right,  
44 permit, certificate, or claim?  
45                                     Yes     No     Don't know    \*(a) If yes, have the water rights  
46 been used during the last five  
47 years?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (b) If so, is the certificate available?
2				
3				C. Outdoor Sprinkler System
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system? . . . . .
7				
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) If yes, is the sprinkler system connected to irrigation water?
9				
10				<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>
11				
12				A. The property is served by: <input type="checkbox"/> Public sewer system, <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) <input type="checkbox"/> Other disposal system, please describe:
13				.....
14				
15				B. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.
16				.....
17				
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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?
19				
20				D. If the property is connected to an on-site sewage system:
21				* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?
22				(2) When was it last pumped:
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	.....
24				
25				* (3) Are there any defects in the operation of the on-site sewage system?
26				(4) When was it last inspected?
27			<input type="checkbox"/> Don't know	.....
28				By Whom: .....
29				
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) For how many bedrooms was the on-site sewage system approved ?
31				..... bedrooms
32				
33				
34				
35				
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	
37				
38				
39			<input type="checkbox"/> Don't know	
40				
41				
42			<input type="checkbox"/> Don't know	
43				
44				
45				

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

5                             Yes     No     Don't know    \*F. Have there been any changes or  
6                                                                                                             repairs to the on-site sewage system?

7                             Yes     No     Don't know    G. Is the on-site sewage system,  
8                                                                                                             including the drainfield, located entirely  
9                                                                                                             within the boundaries of the property?  
10                                                                                                             If no, please explain.  
11                                                                                                             .....

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

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

22                            **4. STRUCTURAL**

23                             Yes     No     Don't know    \*A. Has the roof leaked?

24                             Yes     No     Don't know    \*B. Has the basement flooded or  
25                                                                                                             leaked?

26                             Yes     No     Don't know    \*C. Have there been any conversions,  
27                                                                                                             additions, or remodeling?

28                             Yes     No     Don't know    \*(1) If yes, were all building  
29                                                                                                             permits obtained?

30                             Yes     No     Don't know    \*(2) If yes, were all final  
31                                                                                                             inspections obtained?

32                             Yes     No     Don't know    D. Do you know the age of the house?  
33                                                                                                             If yes, year of original construction:  
34                                                                                                             .....

35                             Yes     No     Don't know    \*E. Has there been any settling,  
36                                                                                                             slippage, or sliding of the property or its  
37                                                                                                             improvements?

38                             Yes     No     Don't know    \*F. Are there any defects with the  
39                                                                                                             following: (If yes, please check  
40                                                                                                             applicable items and explain.)

- |                                      |   |   |
|--------------------------------------|---|---|
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls |
| <input type="checkbox"/> Chimneys    | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm     |
| <input type="checkbox"/> Doors       | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio          |
| <input type="checkbox"/> Ceilings    | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways      |
| <input type="checkbox"/> Pools       | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna          |
| <input type="checkbox"/> Sidewalks   | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces     |

1		<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding	
2		<input type="checkbox"/> Other	<input type="checkbox"/> Wood Stoves		
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Was a structural pest or "whole	
4				house" inspection done? If yes, when	
5				and by whom was the inspection	
6				completed? .....	
7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	H. During your ownership, has the	
8				property had any wood destroying	
9				organism or pest infestation?	
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	I. Is the attic insulated?	
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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.

17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including wiring, switches, outlets, and service
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including pipes, faucets, fixtures, and toilets
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
25	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
28				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
29				Other .....
30				*B. If any of the following fixtures
31				or property is included with the
32				transfer, are they leased? (If yes,
33				please attach copy of lease.)
34	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system .....
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type): .....
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish .....
37				Other: .....

**6. COMMON INTERESTS**

39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a Home Owners' Association? Name of Association
40				.....
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic assessments:
43				
44				\$ . . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
45				<input type="checkbox"/> Other .....

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Are there any pending special assessments?
2				
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common areas" or any joint maintenance
4				agreements (facilities such as walls,
5				fences, landscaping, pools, tennis
6				courts, walkways, or other areas co-
7				owned in undivided interest with
8				others)?
9				
10				<b>7. GENERAL</b>
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage
12				problems on the property?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill
14				material?
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the
16				property from fire, wind, floods, beach
17				movements, earthquake, expansive
18				soils, or landslides?
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is the property in a designated flood
20				plain?
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there <u>or have there ever been</u>
22				any substances, materials, or products
23				on the property that may be
24				environmental concerns, such as
25				asbestos, formaldehyde, radon gas,
26				lead-based paint, fuel or chemical
27				storage tanks, or contaminated soil or
28				water ?
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. <u>Has the property ever been used for</u>
30				<u>industrial purposes in which soil</u>
31				<u>contamination may have occurred?</u>
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. <u>Have transmission poles,</u>
33				<u>transformers, or other utility equipment</u>
34				<u>ever been installed, maintained, or</u>
35				<u>buried on the property?</u>
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. <u>Has the property ever been used as</u>
37				<u>a legal or illegal dumping site?</u>
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* <del>((G-<del>F</del>))</del> I. Has the property ever
39				been used as an illegal drug
40				manufacturing site?
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* <del>((H-<del>G</del>))</del> J. Are there any radio
42				towers in the area that may cause
43				interference with telephone reception?
44				<b>8. MANUFACTURED AND</b>
45				<b>MOBILE HOMES</b>
46				If the property includes a manufactured
47				or mobile home,



1  Yes  No  Don't know \*A. Did you make any alterations to the  
 2 home? If yes, please describe the  
 3 alterations: . . . . .  
 4  Yes  No  Don't know \*B. Did any previous owner make any  
 5 alterations to the home? If yes, please  
 6 describe the alterations: . . . . .  
 7  Yes  No  Don't know \*C. If alterations were made, were  
 8 permits or variances for these alterations  
 9 obtained?

10 **9. FULL DISCLOSURE BY**  
 11 **SELLERS**

12 A. Other conditions or defects:

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

16 B. Verification:

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

26 DATE . . . . . SELLER . . . . . SELLER . . . . .

27 NOTICE TO THE BUYER

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

33 **II. BUYER'S ACKNOWLEDGMENT**

- 34 A. Buyer hereby acknowledges that: Buyer has a duty to pay  
 35 diligent attention to any material defects that are known to  
 36 Buyer or can be known to Buyer by utilizing diligent  
 37 attention and observation.
- 38 B. The disclosures set forth in this statement and in any  
 39 amendments to this statement are made only by the Seller and  
 40 not by any real estate licensee or other party.
- 41 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),  
 42 real estate licensees are not liable for inaccurate information  
 43 provided by Seller, except to the extent that real estate  
 44 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.

8 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
9 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
10 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
11 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
12 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
13 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
14 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER  
15 DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE  
16 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
17 AGREEMENT.

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

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

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

--- END ---