
SENATE BILL 6728

State of Washington

59th Legislature

2006 Regular Session

By Senators Fraser, Swecker, Fairley, Prentice, Spanel, Thibaudeau and Franklin

Read first time 01/19/2006. Referred to Committee on Water, Energy & Environment.

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.

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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?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(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

(1) The source of water for the property is:
 Private or publicly owned water system
 Private well serving only the subject property
 Other water system

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

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				3. SEWER/ON-SITE SEWAGE SYSTEM
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				
22				
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?
24				(2) When was it last pumped:
25			
26				
27				* (3) Are there any defects in the operation of the on-site sewage system?
28				
29			<input type="checkbox"/> Don't know	(4) When was it last inspected?
30			
31				By Whom:
32				
33			<input type="checkbox"/> Don't know	(5) For how many bedrooms was the on-site sewage system approved?
34				?
35			 bedrooms
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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 agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?
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10				7. GENERAL
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage problems on the property?
12				
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill material?
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
16				
17				
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19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is the property in a designated flood plain?
20				
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> any substances, materials, or products on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water ?
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29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property ever been used for industrial purposes in which soil contamination may have occurred?
30				
31				
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Have transmission poles, transformers, or other utility equipment ever been buried on the property?
33				
34				
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Has the property ever been used as a legal or illegal dumping site?
36				
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*((G- F)) I. Has the property ever been used as an illegal drug manufacturing site?
38				
39				
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*((H- G)) J. Are there any radio towers in the area that may cause interference with telephone reception?
41				
42				
43				8. MANUFACTURED AND MOBILE HOMES
44				
45				If the property includes a manufactured or mobile home,
46				

- 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.

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- 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 ---