

SHB 1420 - S AMD 377

By Senators Fraser, Berkey, Benton, Honeyford, Schoesler, Holmquist

ADOPTED 04/15/2009

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

3 "Sec. 1. RCW 64.06.005 and 2007 c 107 s 2 are each amended to read
4 as follows:

5 The definitions in this section apply throughout this chapter
6 unless the context clearly requires otherwise.

7 (1) "Improved residential real property" means:

8 (a) Real property consisting of, or improved by, one to four
9 residential dwelling units;

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

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

16 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
17 46.04.302, that is personal property.

18 (2) "Residential real property" means both improved and unimproved
19 residential real property.

20 (3) "Seller disclosure statement" means the form to be completed by
21 the seller of residential real property as prescribed by this chapter.

22 (4) "Unimproved residential real property" means property zoned for
23 residential use that is not improved by residential dwelling units, a
24 residential condominium, a residential timeshare, ~~((or))~~ a mobile or
25 manufactured home, or a commercial building. It does not include
26 property defined as "timber land" under RCW 84.34.020.

27 **Sec. 2.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read
28 as follows:

29 (1) In a transaction for the sale of unimproved residential real

1 property, the seller shall, unless the buyer has expressly waived the
2 right to receive the disclosure statement under RCW 64.06.010, or
3 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
4 the buyer a completed seller disclosure statement in the following
5 format and that contains, at a minimum, the following information:

6 INSTRUCTIONS TO THE SELLER

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

16 NOTICE TO THE BUYER

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

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

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

34 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
35 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
36 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
37 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,

1 Yes No Don't know B. Does any part of the property
 2 contain fill dirt, waste, or other fill
 3 material? If yes, please explain:))
 4
 5

7. ENVIRONMENTAL

6 Yes No Don't know *A. Have there been any flooding,
 7 standing water, or drainage problems on
 8 the property that affect the property or
 9 access to the property?

10 Yes No Don't know *B. Does any part of the property
 11 contain fill dirt, waste, or other fill
 12 material?

13 Yes No Don't know *C. Is there any material damage to the
 14 property from fire, wind, floods, beach
 15 movements, earthquake, expansive
 16 soils, or landslides?

17 Yes No Don't know D. Are there any shorelines, wetlands,
 18 floodplains, or critical areas on the
 19 property?

20 Yes No Don't know *E. Are there any substances,
 21 materials, or products in or on the
 22 property that may be environmental
 23 concerns, such as asbestos,
 24 formaldehyde, radon gas, lead-based
 25 paint, fuel or chemical storage tanks, or
 26 contaminated soil or water?

27 Yes No Don't know *F. Has the property been used for
 28 commercial or industrial purposes?

29 Yes No Don't know *G. Is there any soil or groundwater
 30 contamination?

31 Yes No Don't know *H. Are there transmission poles(~~or~~
 32 ~~transformers~~) or other electrical utility
 33 equipment installed, maintained, or
 34 buried on the property that do not
 35 provide utility service to the structures
 36 on the property?

37 Yes No Don't know *I. Has the property been used as a
 38 legal or illegal dumping site?

39 Yes No Don't know *J. Has the property been used as an
 40 illegal drug manufacturing site?

41 Yes No Don't know *K. Are there any radio towers (~~in the~~
 42 ~~area~~) that (~~may~~) cause interference
 43 with cellular telephone reception?
 44

8. HOMEOWNERS'
 ASSOCIATION/COMMON
 INTERESTS

1 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
2 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
3 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
4 AGREEMENT.

5 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
6 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
7 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
8 DATE BUYER BUYER

9 (2) If the disclosure statement is being completed for a property
10 for which the maximum allowable development after full subdivision
11 would be more than four residential units or structures, the disclosure
12 statement is only required to contain and the seller is only required
13 to complete the questions listed in item 7. Environmental.

14 (3) The seller disclosure statement shall be for disclosure only,
15 and shall not be considered part of any written agreement between the
16 buyer and seller of residential property. The seller disclosure
17 statement shall be only a disclosure made by the seller, and not any
18 real estate licensee involved in the transaction, and shall not be
19 construed as a warranty of any kind by the seller or any real estate
20 licensee involved in the transaction.

21 **Sec. 3.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read
22 as follows:

23 (1) In a transaction for the sale of improved residential real
24 property, the seller shall, unless the buyer has expressly waived the
25 right to receive the disclosure statement under RCW 64.06.010, or
26 unless the transfer is otherwise exempt under RCW 64.06.010, deliver to
27 the buyer a completed seller disclosure statement in the following
28 format and that contains, at a minimum, the following information:

29 INSTRUCTIONS TO THE SELLER

30 Please complete the following form. Do not leave any spaces blank. If
31 the question clearly does not apply to the property write "NA." If the
32 answer is "yes" to any * items, please explain on attached sheets.
33 Please refer to the line number(s) of the question(s) when you provide
34 your explanation(s). For your protection you must date and sign each
35 page of this disclosure statement and each attachment. Delivery of the
36 disclosure statement must occur not later than five business days,

1 unless otherwise agreed, after mutual acceptance of a written contract
2 to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

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

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

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18 REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
19 INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF
20 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

21 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
22 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
23 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
24 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
25 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
26 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
27 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
28 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT
29 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
30 WARRANTIES.

31 Seller is/ is not occupying the property.

32 I. SELLER'S DISCLOSURES:

33 *If you answer "Yes" to a question with an asterisk (*), please explain your answer
34 and attach documents, if available and not otherwise publicly recorded. If necessary,
35 use an attached sheet.

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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. Is there a private road or easement agreement for access to the property?

- Yes No Don't know

*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

- Yes No Don't know

*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

- Yes No Don't know

*G. Is there any study, survey project, or notice that would adversely affect the property?

- Yes No Don't know

*H. Are there any pending or existing assessments against the property?

- Yes No Don't know

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?

- Yes No Don't know

*J. Is there a boundary survey for the property?

- Yes No Don't know

*K. Are there any covenants, conditions, or restrictions (~~which affect~~) recorded against the property?

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

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written agreements?
2				
3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?
4				
5				
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Are there any (known) problems or repairs needed?
7				
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.
9				
10				
11				
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(5) Are there any water treatment systems for the property? If yes, are they <input type="checkbox"/> Leased <input type="checkbox"/> Owned
13				
14				
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?
16				
17				
18				
19				
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?
21				
22				
23				<u>*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ((If yes, please explain:))</u>
24				
25				
26				
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?</u>
28				
29				
30			
31				B. Irrigation Water
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?
33				
34				
35				
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(a) If yes, has all or any portion of the water right not been used for five or more successive years?
37				
38				
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(b) If so, is the certificate available? (If yes, please attach a copy.)
40				
41				
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<u>*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ((If so, explain:))</u>
43				
44				
45				
46			

1 Yes No Don't know *(2) Does the property receive
2 irrigation water from a ditch
3 company, irrigation district, or
4 other entity? If so, please identify
5 the entity that supplies water to the
6 property:
7

8 **C. Outdoor Sprinkler System**

9 Yes No Don't know (1) Is there an outdoor sprinkler
10 system for the property?

11 Yes No Don't know *(2) If yes, are there any defects in
12 the system?((.....))

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

15 **3. SEWER/ON-SITE SEWAGE**
16 **SYSTEM**

17 **A. The property is served by:**

- 18 Public sewer system,
- 19 On-site sewage system (including
- 20 pipes, tanks, drainfields, and all other
- 21 component parts)
- 22 Other disposal system, please
- 23 describe:
24

25 Yes No Don't know **B. If public sewer system service is**
26 **available to the property, is the house**
27 **connected to the sewer main? If no,**
28 **please explain.**
29

30 Yes No Don't know *C. Is the property subject to any
31 sewage system fees or charges in
32 addition to those covered in your
33 regularly billed sewer or on-site sewage
34 system maintenance service?

35 **D. If the property is connected to an**
36 **on-site sewage system:**

37 Yes No Don't know *(1) Was a permit issued for its
38 construction, and was it approved
39 by the local health department or
40 district following its construction?

41 (2) When was it last pumped((s)) ?
42

43 Yes No Don't know *(3) Are there any defects in the
44 operation of the on-site sewage
45 system?

46 Don't know (4) When was it last inspected?
47

1 By whom:

2 Don't know (5) For how many bedrooms was

3 the on-site sewage system

4 approved?

5 bedrooms

6 Yes No Don't know E. Are all plumbing fixtures, including

7 laundry drain, connected to the

8 sewer/on-site sewage system? If no,

9 please explain:

10 Yes No Don't know *F. Have there been any changes or

11 repairs to the on-site sewage system?

12 Yes No Don't know G. Is the on-site sewage system,

13 including the drainfield, located entirely

14 within the boundaries of the property?

15 If no, please explain.

16

17 Yes No Don't know *H. Does the on-site sewage system

18 require monitoring and maintenance

19 services more frequently than once a

20 year? ((If yes, please explain.))

21

22 NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE

23 STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH

24 HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO

25 COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM

26 5. SYSTEMS AND FIXTURES

27 **4. STRUCTURAL**

28 Yes No Don't know *A. Has the roof leaked within the last

29 five years?

30 Yes No Don't know *B. Has the basement flooded or

31 leaked?

32 Yes No Don't know *C. Have there been any conversions,

33 additions, or remodeling?

34 Yes No Don't know *(1) If yes, were all building

35 permits obtained?

36 Yes No Don't know *(2) If yes, were all final

37 inspections obtained?

38 Yes No Don't know D. Do you know the age of the house?

39 If yes, year of original construction:

40

41 Yes No Don't know *E. Has there been any settling,

42 slippage, or sliding of the property or its

43 improvements?

44 Yes No Don't know *F. Are there any defects with the

45 following: (If yes, please check

46 applicable items and explain.)

47 Foundations Decks Exterior Walls

- 1 Chimneys Interior Walls Fire Alarm
- 2 Doors Windows Patio
- 3 Ceilings Slab Floors Driveways
- 4 Pools Hot Tub Sauna
- 5 Sidewalks Outbuildings Fireplaces
- 6 Garage Floors Walkways Siding
- 7 Other Wood Stoves

8 Yes No Don't know *G. Was a structural pest or "whole
 9 house" inspection done? If yes, when
 10 and by whom was the inspection
 11 completed?

12 Yes No Don't know H. During your ownership, has the
 13 property had any wood destroying
 14 organism or pest infestation?

15 Yes No Don't know I. Is the attic insulated?

16 Yes No Don't know J. Is the basement insulated?

17 **5. SYSTEMS AND FIXTURES**

18 *A. If any of the following systems or
 19 fixtures are included with the transfer,
 20 are there any defects? If yes, please
 21 explain.

22 Yes No Don't know Electrical system, including
 23 wiring, switches, outlets, and
 24 service

25 Yes No Don't know Plumbing system, including pipes,
 26 faucets, fixtures, and toilets

27 Yes No Don't know Hot water tank

28 Yes No Don't know Garbage disposal

29 Yes No Don't know Appliances

30 Yes No Don't know Sump pump

31 Yes No Don't know Heating and cooling systems

32 Yes No Don't know Security system
 33 Owned Leased
 34 Other

35 *B. If any of the following fixtures or
 36 property is included with the transfer,
 37 are they leased? (If yes, please attach
 38 copy of lease.)

39 Yes No Don't know Security system

40 Yes No Don't know Tanks (type):

41 Yes No Don't know Satellite dish

42 Other:

43 *C. Are any of the following kinds of
 44 wood burning appliances present at the
 45 property?

46 Yes No Don't know (1) Woodstove?

1 Yes No Don't know (2) Fireplace insert?
 2 Yes No Don't know (3) Pellet stove?
 3 Yes No Don't know (4) Fireplace?
 4 Yes No Don't know If yes, are all of the (1) woodstoves
 5 or (2) fireplace inserts certified by
 6 the U.S. Environmental Protection
 7 Agency as clean burning appliances
 8 to improve air quality and public
 9 health?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

10
 11
 12
 13 Yes No Don't know A. Is there a Homeowners' Association? Name of Association:
 14
 15
 16 Yes No Don't know B. Are there regular periodic
 17 assessments:
 18 \$. . . per Month Year
 19 Other
 20 Yes No Don't know *C. Are there any pending special
 21 assessments?
 22 Yes No Don't know *D. Are there any shared "common
 23 areas" or any joint maintenance
 24 agreements (facilities such as walls,
 25 fences, landscaping, pools, tennis
 26 courts, walkways, or other areas co-
 27 owned in undivided interest with
 28 others)?

7. ENVIRONMENTAL

29
 30 Yes No Don't know *A. Have there been any flooding,
 31 standing water, or drainage problems on
 32 the property that affect the property or
 33 access to the property?
 34 Yes No Don't know *B. Does any part of the property
 35 contain fill dirt, waste, or other fill
 36 material?
 37 Yes No Don't know *C. Is there any material damage to the
 38 property from fire, wind, floods, beach
 39 movements, earthquake, expansive
 40 soils, or landslides?
 41 Yes No Don't know D. Are there any shorelines, wetlands,
 42 floodplains, or critical areas on the
 43 property?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances,
2				materials, or products <u>in or</u> on the
3				property that may be environmental
4				concerns, such as asbestos,
5				formaldehyde, radon gas, lead-based
6				paint, fuel or chemical storage tanks, or
7				contaminated soil or water?
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
9				commercial or industrial purposes?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater
11				contamination?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles((
13				transformers;) or other <u>electrical</u> utility
14				equipment installed, maintained, or
15				buried on the property <u>that do not</u>
16				<u>provide utility service to the structures</u>
17				<u>on the property?</u>
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
19				legal or illegal dumping site?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
21				illegal drug manufacturing site?
22	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the
23				area that (may) cause interference with
24				<u>cellular</u> telephone reception?
25				
26				8. MANUFACTURED AND
27				MOBILE HOMES
28				If the property includes a manufactured
29				or mobile home,
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Did you make any alterations to the
31				home? If yes, please describe the
32				alterations:
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Did any previous owner make any
34				alterations to the home? ((If yes, please
35				describe the alterations:))
36	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. If alterations were made, were
37				permits or variances for these alterations
38				obtained?
39				9. FULL DISCLOSURE BY
40				SELLERS
41				A. Other conditions or defects:
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*Are there any other existing material
43				defects affecting the property that a
44				prospective buyer should know about?
				B. Verification:

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

DATE SELLER SELLER

NOTICE TO THE BUYER

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

II. BUYER'S ACKNOWLEDGMENT

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

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE

1 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
2 AGREEMENT.

3 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE
4 STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE
5 OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.
6 DATE BUYER BUYER

7 (2) If the disclosure statement is being completed for new
8 construction which has never been occupied, the disclosure statement is
9 not required to contain and the seller is not required to complete the
10 questions listed in item 4. Structural or item 5. Systems and
11 Fixtures.

12 (3) The seller disclosure statement shall be for disclosure only,
13 and shall not be considered part of any written agreement between the
14 buyer and seller of residential property. The seller disclosure
15 statement shall be only a disclosure made by the seller, and not any
16 real estate licensee involved in the transaction, and shall not be
17 construed as a warranty of any kind by the seller or any real estate
18 licensee involved in the transaction.

19 **Sec. 4.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read
20 as follows:

21 (1) If, after the date that a seller of residential real property
22 completes a real property transfer disclosure statement, the seller
23 (~~becomes aware~~) learns from a source other than the buyer or others
24 acting on the buyer's behalf such as an inspector of additional
25 information(~~7~~) or an adverse change (~~occurs~~) which makes any of the
26 disclosures made inaccurate, the seller shall amend the real property
27 transfer disclosure statement, and deliver the amendment to the buyer.
28 No amendment shall be required, however, if the seller takes whatever
29 corrective action is necessary so that the accuracy of the disclosure
30 is restored, or the adverse change is corrected, at least three
31 business days prior to the closing date. Unless the corrective action
32 is completed by the seller prior to the closing date, the buyer shall
33 have the right to exercise one of the following two options: (a)
34 Approving and accepting the amendment, or (b) rescinding the agreement
35 of purchase and sale of the property within three business days after
36 receiving the amended real property transfer disclosure statement.
37 Acceptance or recision shall be subject to the same procedures

1 described in RCW 64.06.030. If the closing date provided in the
2 purchase and sale agreement is scheduled to occur within the three-
3 business-day rescission period provided for in this section, the
4 closing date shall be extended until the expiration of the three-
5 business-day rescission period. The buyer shall have no right of
6 rescission if the seller takes whatever action is necessary so that the
7 accuracy of the disclosure is restored at least three business days
8 prior to the closing date.

9 (2) In the event any act, occurrence, or agreement arising or
10 becoming known after the closing of a residential real property
11 transfer causes a real property transfer disclosure statement to be
12 inaccurate in any way, the seller of such property shall have no
13 obligation to amend the disclosure statement, and the buyer shall not
14 have the right to rescind the transaction under this chapter.

15 (3) If the seller in a residential real property transfer fails or
16 refuses to provide to the prospective buyer a real property transfer
17 disclosure statement as required under this chapter, the prospective
18 buyer's right of rescission under this section shall apply until the
19 earlier of three business days after receipt of the real property
20 transfer disclosure statement or the date the transfer has closed,
21 unless the buyer has otherwise waived the right of rescission in
22 writing. Closing is deemed to occur when the buyer has paid the
23 purchase price, or down payment, and the conveyance document, including
24 a deed or real estate contract, from the seller has been delivered and
25 recorded. After closing, the seller's obligation to deliver the real
26 property transfer disclosure statement and the buyer's rights and
27 remedies under this chapter shall terminate.

28 NEW SECTION. **Sec. 5.** This act applies prospectively only and not
29 retroactively. It applies only to sales of property that arise on or
30 after the effective date of this section."

SHB 1420 - S AMD

By Senators Fraser, Berkey, Benton, Honeyford, Schoesler, Holmquist

ADOPTED 04/15/2009

1 On page 1, line 1 of the title, after "disclosure;" strike the
2 remainder of the title and insert "amending RCW 64.06.005, 64.06.015,
3 64.06.020, and 64.06.040; and creating a new section."

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