
SUBSTITUTE HOUSE BILL 1420

State of Washington 61st Legislature 2009 Regular Session

By House Commerce & Labor (originally sponsored by Representatives Conway, Condotta, Maxwell, Williams, Chandler, Wood, Hinkle, and Kelley)

READ FIRST TIME 02/10/09.

1 AN ACT Relating to real estate seller disclosure; and amending RCW
2 64.06.005, 64.06.010, 64.06.015, 64.06.020, and 64.06.040.

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

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

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

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

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

11 (b) 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 (c) 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 (d) A mobile or manufactured home, as defined in RCW 43.22.335 or
18 46.04.302, that is personal property.

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

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

5 (4) "Unimproved residential real property" means unimproved
6 property ((zoned)) for which the maximum permitted development, without
7 further subdivision of the property, is one to four residential ((use
8 that is not improved by residential dwelling units, a residential
9 condominium, a residential timeshare, or a mobile or manufactured
10 home)) units or structures under the county or city zoning ordinances
11 or comprehensive plan applicable to that real estate and does not
12 include property defined as "commercial real estate" under RCW
13 60.42.005 or property defined as "timber land" under RCW 84.34.020.

14 **Sec. 2.** RCW 64.06.010 and 2008 c 6 s 632 are each amended to read
15 as follows:

16 This chapter does not apply to the following transfers of
17 residential real property:

18 (1) A foreclosure or deed-in-lieu of foreclosure;

19 (2) A gift or other transfer to a parent, spouse, domestic partner,
20 or child of a transferor or child of any parent, spouse, or domestic
21 partner of a transferor;

22 (3) A transfer between spouses or between domestic partners in
23 connection with a marital dissolution or dissolution of a state
24 registered domestic partnership;

25 (4) A transfer where a buyer had an ownership interest in the
26 property within two years of the date of the transfer including, but
27 not limited to, an ownership interest as a partner in a partnership, a
28 limited partner in a limited partnership, a shareholder in a
29 corporation, a leasehold interest, or transfers to and from a
30 facilitator pursuant to a tax deferred exchange;

31 (5) A transfer of an interest that is less than fee simple, except
32 that the transfer of a vendee's interest under a real estate contract
33 is subject to the requirements of this chapter;

34 (6) A transfer made by the personal representative of the estate of
35 the decedent or by a trustee in bankruptcy; ((and))

36 (7) A transfer to a buyer who intends to acquire the property

1 primarily for agricultural, commercial, investment, subdivision, or
2 other business purposes; and

3 (8) A transfer in which the buyer has expressly waived the receipt
4 of the seller disclosure statement. However, if the answer to any of
5 the questions in the section entitled "Environmental" would be "yes,"
6 the buyer may not waive the receipt of the "Environmental" section of
7 the seller disclosure statement.

8 **Sec. 3.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read
9 as follows:

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

16 INSTRUCTIONS TO THE SELLER

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

26 NOTICE TO THE BUYER

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

30 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
31 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
32 PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
33 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
34 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
35 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
36 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S

1 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
2 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
3 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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

18 Seller is/ is not occupying the property.

19

I. SELLER'S DISCLOSURES:

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

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1. TITLE

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Yes No Don't know A. Do you have legal authority to sell
25 the property? If no, please explain.

25

26

Yes No Don't know *B. Is title to the property subject to
27 any of the following?

27

28

(1) First right of refusal

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(2) Option

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(3) Lease or rental agreement

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(4) Life estate?

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Yes No Don't know *C. Are there any encroachments,
33 boundary agreements, or boundary
34 disputes?

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Yes No Don't know *D. Is there a private road or easement
36 agreement for access to the property?

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1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any rights-of-way,
2							easements, or access limitations that
3							((may)) affect the Buyer's use of the
4							property?
5	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are there any written agreements
6							for joint maintenance of an easement or
7							right-of-way?
8	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project,
9							or notice that would adversely affect the
10							property?
11	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing
12							assessments against the property?
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*I. Are there any zoning violations,
14							nonconforming uses, or any unusual
15							restrictions on the property that
16							((would)) affect future construction or
17							remodeling?
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the
19							property?
20	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants,
21							conditions, or restrictions (which
22							affect)) <u>recorded against title to the</u>
23							property?
24							2. WATER
25							A. Household Water
26	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(1) Does the property have potable
27							water supply?
28							(2) If yes, the source of water for the
29							property is:
30							<input type="checkbox"/> Private or publicly owned water
31							system
32							<input type="checkbox"/> Private well serving only the
33							property
34							* <input type="checkbox"/> Other water system
35	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written
36							agreements?
37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(3) Is there an easement (recorded or
38							unrecorded) for access to and/or
39							maintenance of the water source?
40	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(4) Are there any (known) problems
41							or repairs needed?
42	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	(5) Is there a connection or hook-up
43							charge payable before the property can
44							be connected to the water main?

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A. The property is served by:
 Public sewer system
 On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
 Other disposal system, please describe:

.....

Yes No Don't know

B. 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?

Yes No Don't know

*(1) Was a permit issued for its construction?

Yes No Don't know

*(2) Was it approved by the local health department or district following its construction?

Yes No Don't know

(3) Is the septic system a pressurized system?

Yes No Don't know

(4) Is the septic system a gravity system?

Yes No Don't know

*(5) Have there been any changes or repairs to the on-site sewage system?

Yes No Don't know

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?

If no, please explain:

.....

Yes No Don't know

*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ~~((If yes, please explain:))~~

.....

4. ELECTRICAL/GAS

Yes No Don't know

A. Is the property served by natural gas?

Yes No Don't know

B. Is there a connection charge for gas?

Yes No Don't know

C. Is the property served by electricity?

Yes No Don't know

D. Is there a connection charge for electricity?

Yes No Don't know

*E. Are there any electrical problems on the property? ~~((If yes, please explain:))~~

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5. FLOODING

Yes No Don't know A. ((Are there any flooding, standing water, or drainage problems on the property or affecting access to the property? If yes, please explain:
.....
 Yes No Don't know B-) Is the property located in a government designated flood zone or floodplain?

6. SOIL STABILITY

Yes No Don't know *A. Are there any settlement, earth movement, slides, or similar soil problems on the property? ((If yes, please explain:
.....
 Yes No Don't know B. Does any part of the property contain fill dirt, waste, or other fill material? If yes, please explain:))
.....

7. ENVIRONMENTAL

Yes No Don't know *A. ((Have) Are there ((been)) any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
 Yes No Don't know *B. Does any part of the property contain fill dirt, waste, or other fill material?
 Yes No Don't know *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
 Yes No Don't know D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?
 Yes No Don't know *E. Are there any substances, materials, or products in or 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, the presence of which violates any applicable environmental law?
 Yes No Don't know *F. Has the property been used for commercial or industrial purposes?

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

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

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

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

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

1 INSTRUCTIONS TO THE SELLER

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

11 NOTICE TO THE BUYER

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

15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
16 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
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18 UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
19 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
20 DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
21 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S
22 AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE
23 STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER
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29 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
30 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
31 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
32 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
33 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
34 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
35 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS
36 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT

1 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR
2 WARRANTIES.

3 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

- 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

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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

Yes No Don't know

*If shared, are there any written agreements?

Yes No Don't know

*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?

Yes No Don't know

*(3) Are there any (~~known~~) problems or repairs needed?

Yes No Don't know

(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain.

Yes No Don't know

*(5) Are there any water treatment systems for the property? If yes, are they Leased Owned

Yes No 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?

Yes No Don't know

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?

*(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.))~~)

(c) If no or don't know, is the water withdrawn from the water source less than five thousand gallons a day?

Yes No Don't know

(7) Are there any defects in the operation of the water system (e.g., pipes, tank, pump, etc.)?
.....

B. Irrigation Water

Yes No Don't know

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type):
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish
			Other:

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Woodstove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Fireplace insert?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(3) Pellet stove?
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(4) Fireplace?

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

Yes No Don't know A. Is there a Homeowners' Association? Name of Association

Yes No Don't know B. Are there regular periodic assessments:
\$. . . per Month Year
 Other

Yes No Don't know *C. Are there any pending special assessments?

Yes No 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)?

7. ENVIRONMENTAL

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

1 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
2 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
3 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
4 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
5 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
6 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
7 AGREEMENT.

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

12 (2) If the disclosure statement is being completed for new
13 construction which has never been occupied, the disclosure statement is
14 not required to contain and the seller is not required to complete the
15 questions listed in item 4. Structural or item 5. Systems and
16 Fixtures.

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

24 **Sec. 5.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read
25 as follows:

26 (1) If, after the date that a seller of residential real property
27 completes a real property transfer disclosure statement, the seller
28 (~~becomes aware~~) learns from a source other than the buyer or others
29 acting on the buyer's behalf such as an inspector of additional
30 information(~~(7)~~) or an adverse change (~~occurs~~) which makes any of the
31 disclosures made inaccurate, the seller shall amend the real property
32 transfer disclosure statement, and deliver the amendment to the buyer.
33 No amendment shall be required, however, if the seller takes whatever
34 corrective action is necessary so that the accuracy of the disclosure
35 is restored, or the adverse change is corrected, at least three
36 business days prior to the closing date. Unless the corrective action
37 is completed by the seller prior to the closing date, the buyer shall

1 have the right to exercise one of the following two options: (a)
2 Approving and accepting the amendment, or (b) rescinding the agreement
3 of purchase and sale of the property within three business days after
4 receiving the amended real property transfer disclosure statement.
5 Acceptance or rescission shall be subject to the same procedures
6 described in RCW 64.06.030. If the closing date provided in the
7 purchase and sale agreement is scheduled to occur within the three-
8 business-day rescission period provided for in this section, the
9 closing date shall be extended until the expiration of the three-
10 business-day rescission period. The buyer shall have no right of
11 rescission if the seller takes whatever action is necessary so that the
12 accuracy of the disclosure is restored at least three business days
13 prior to the closing date.

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

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

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