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**SUBSTITUTE SENATE BILL 6000**

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**State of Washington**

**61st Legislature**

**2009 Regular Session**

**By** Senate Financial Institutions, Housing & Insurance (originally sponsored by Senators Fraser, Benton, Tom, and Roach)

READ FIRST TIME 02/25/09.

1 AN ACT Relating to real estate disclosure requirements regarding  
2 homeowners' associations; and amending RCW 64.06.015, 64.06.020, and  
3 64.06.040.

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

5 **Sec. 1.** RCW 64.06.015 and 2007 c 107 s 5 are each amended to read  
6 as follows:

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

1 page of this disclosure statement and each attachment. Delivery of the  
2 disclosure statement must occur not later than five business days,  
3 unless otherwise agreed, after mutual acceptance of a written contract  
4 to purchase between a buyer and a seller.

5 NOTICE TO THE BUYER

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

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

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

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

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

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

4 **1. TITLE**

- 5  Yes  No  Don't know A. Do you have legal authority to sell  
6 the property? If no, please explain.
- 7  Yes  No  Don't know \*B. Is title to the property subject to  
8 any of the following?  
9 (1) First right of refusal  
10 (2) Option  
11 (3) Lease or rental agreement  
12 (4) Life estate?
- 13  Yes  No  Don't know \*C. Are there any encroachments,  
14 boundary agreements, or boundary  
15 disputes?
- 16  Yes  No  Don't know \*D. Is there a private road or easement  
17 agreement for access to the property?
- 18  Yes  No  Don't know \*E. Are there any rights-of-way,  
19 easements, or access limitations that  
20 may affect the Buyer's use of the  
21 property?
- 22  Yes  No  Don't know \*F. Are there any written agreements  
23 for joint maintenance of an easement or  
24 right-of-way?
- 25  Yes  No  Don't know \*G. Is there any study, survey project,  
26 or notice that would adversely affect the  
27 property?
- 28  Yes  No  Don't know \*H. Are there any pending or existing  
29 assessments against the property?
- 30  Yes  No  Don't know \*I. Are there any zoning violations,  
31 nonconforming uses, or any unusual  
32 restrictions on the property that would  
33 affect future construction or  
34 remodeling?
- 35  Yes  No  Don't know \*J. Is there a boundary survey for the  
36 property?
- 37  Yes  No  Don't know \*K. Are there any covenants,  
38 conditions, or restrictions which affect  
39 the property?

40 **2. WATER**

- 41 A. Household Water
- 42  Yes  No  Don't know (1) Does the property have potable  
43 water supply?  
44 (2) If yes, the source of water for the  
45 property is:

1				<input type="checkbox"/> Private or publicly owned water
2				system
3				<input type="checkbox"/> Private well serving only the
4				property
5				* <input type="checkbox"/> Other water system
6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*If shared, are there any written
7				agreements?
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) Is there an easement (recorded or
9				unrecorded) for access to and/or
10				maintenance of the water source?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(4) Are there any known problems or
12				repairs needed?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(5) Is there a connection or hook-up
14				charge payable before the property can
15				be connected to the water main?
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(6) Have you obtained a certificate of
17				water availability from the water
18				purveyor serving the property? (If yes,
19				please attach a copy.)
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Is there a water right permit,
21				certificate, or claim associated with
22				household water supply for the
23				property? (If yes, please attach a copy.)
24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has the water right permit,
25				certificate, or claim been assigned,
26				transferred, or changed?
27				(b) If yes, has all or any portion of the
28				water right not been used for five or
29				more successive years? (If yes, please
30				explain.)
31				.....
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If no or don't know, is the water
33				withdrawn from the water source less
34				than 5,000 gallons a day?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(8) Are there any defects in the
36				operation of the water system (e.g.,
37				pipes, tank, pump, etc.)?
38				<b>B. Irrigation Water</b>
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Are there any irrigation water rights
40				for the property, such as a water right
41				permit, certificate, or claim? (If yes,
42				please attach a copy.)
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(a) If yes, has all or any portion of the
44				water right not been used for five or
45				more successive years?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(b) If yes, has the water right permit,
2				certificate, or claim been assigned,
3				transferred, or changed?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Does the property receive irrigation
5				water from a ditch company, irrigation
6				district, or other entity? If so, please
7				identify the entity that supplies
8				irrigation water to the property:
9				.....
10				<b>C. Outdoor Sprinkler System</b>
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system
12				for the property?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the
14				system?
15	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*(3) If yes, is the sprinkler system
16				connected to irrigation water?
17				
18				<b>3. SEWER/SEPTIC SYSTEM</b>
19				<b>A. The property is served by:</b>
20				<input type="checkbox"/> Public sewer system
21				<input type="checkbox"/> On-site sewage system (including
22				pipes, tanks, drainfields, and all other
23				component parts)
24				<input type="checkbox"/> Other disposal system, please
25				describe:
26	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	.....
27				<b>B. Is the property subject to any</b>
28				<b>sewage system fees or charges in</b>
29				<b>addition to those covered in your</b>
30				<b>regularly billed sewer or on-site sewage</b>
31				<b>system maintenance service?</b>
32				<b>C. If the property is connected to an</b>
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	<b>on-site sewage system:</b>
34				* (1) Was a permit issued for its
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	construction?
36				* (2) Was it approved by the local
37				health department or district following
38	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	its construction?
39				(3) Is the septic system a pressurized
40	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	system?
41				(4) Is the septic system a gravity
42	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	system?
43				* (5) Have there been any changes or
44	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	repairs to the on-site sewage system?
45				(6) Is the on-site sewage system,
46				including the drainfield, located entirely
47				within the boundaries of the property?

1				.....
2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(7) Does the on-site sewage system
3				require monitoring and maintenance
4				services more frequently than once a
5				year? If yes, please explain:
6				.....
7				<b>4. ELECTRICAL/GAS</b>
8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is the property served by natural
9				gas?
10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is there a connection charge for gas?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	C. Is the property served by electricity?
12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Is there a connection charge for
13				electricity?
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	E. Are there any electrical problems on
15				the property? If yes, please explain:
16				.....
17				<b>5. FLOODING</b>
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any flooding, standing
19				water, or drainage problems on the
20				property or affecting access to the
21				property? If yes, please explain:
22				.....
23	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Is the property located in a
24				government designated flood zone or
25				floodplain?
26				<b>6. SOIL STABILITY</b>
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Are there any settlement, earth
28				movement, slides, or similar soil
29				problems on the property? If yes,
30				please explain:
31				.....
32	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Does any part of the property
33				contain fill dirt, waste, or other fill
34				material? If yes, please explain:
35				.....
36				<b>7. ENVIRONMENTAL</b>
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage
38				problems on the property?
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill
40				material?
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the
42				property from fire, wind, floods, beach
43				movements, earthquake, expansive
44				soils, or landslides?

1    Yes     No     Don't know    D. Are there any shorelines, wetlands,  
2   floodplains, or critical areas on the  
3   property?  
4    Yes     No     Don't know    \*E. Are there any substances,  
5   materials, or products on the property  
6   that may be environmental concerns,  
7   such as asbestos, formaldehyde, radon  
8   gas, lead-based paint, fuel or chemical  
9   storage tanks, or contaminated soil or  
10   water?  
11    Yes     No     Don't know    \*F. Has the property been used for  
12   commercial or industrial purposes?  
13    Yes     No     Don't know    \*G. Is there any soil or groundwater  
14   contamination?  
15    Yes     No     Don't know    \*H. Are there transmission poles,  
16   transformers, or other utility equipment  
17   installed, maintained, or buried on the  
18   property?  
19    Yes     No     Don't know    \*I. Has the property been used as a  
20   legal or illegal dumping site?  
21    Yes     No     Don't know    \*J. Has the property been used as an  
22   illegal drug manufacturing site?  
23    Yes     No     Don't know    \*K. Are there any radio towers in the  
24   area that may cause interference with  
25   telephone reception?

**8. HOMEOWNERS'  
ASSOCIATION/COMMON  
INTERESTS**

29    Yes     No     Don't know    A. Is there a homeowners' association?  
30   Name of association and contact  
31   information for an officer, director,  
32   employee, or other authorized agent, if  
33   any, who may provide the association's  
34   financial statements, minutes, bylaws,  
35   fining policy, and other information that  
36   is not publicly available:  
37   .....  
38    Yes     No     Don't know    B. Are there regular periodic  
39   assessments:  
40   \$ . . . per  Month  Year  
41    Other .....

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

1	<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
2							agreements (facilities such as walls,
3							fences, landscaping, pools, tennis
4							courts, walkways, or other areas co-
5							owned in undivided interest with
6							others)?
7							
8							<b>9. OTHER FACTS</b>
9	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	A. Are there any disagreements,
10							disputes, encroachments, or legal
11							actions concerning the property? If yes,
12							please explain:
13							.....
14	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	B. Does the property have any plants
15							or wildlife that are designated as
16							species ( <del>(or of))</del> ) of concern, or listed
17							as threatened or endangered by the
18							government?
19	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	C. Is the property classified or
20							designated as forest land or open space?
21							If so, specify:
22							.....
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	D. Do you have a forest management
24							plan? If yes, attach.
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	E. Have any development-related
26							permit applications been submitted to
27							any government agencies? If so,
28							specify:
29							.....
30							If the answer to E is "yes," what is the
31							status or outcome of those applications?
32							.....
33							<b>10. FULL DISCLOSURE BY</b>
34							<b>SELLERS</b>
35							A. Other conditions or defects:
36	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*Are there any other existing material
37							defects affecting the property that a
38							prospective buyer should know about?
39							B. Verification:



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

10 DATE ..... SELLER ..... SELLER .....

11 NOTICE TO BUYER

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

17 **II. BUYER'S ACKNOWLEDGMENT**

- 18 A. Buyer hereby acknowledges that: Buyer has a duty to pay  
19 diligent attention to any material defects that are known to  
20 Buyer or can be known to Buyer by utilizing diligent  
21 attention and observation.
- 22 B. The disclosures set forth in this statement and in any  
23 amendments to this statement are made only by the Seller  
24 and not by any real estate licensee or other party.
- 25 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),  
26 real estate licensees are not liable for inaccurate information  
27 provided by Seller, except to the extent that real estate  
28 licensees know of such inaccurate information.
- 29 D. This information is for disclosure only and is not intended to  
30 be a part of the written agreement between the Buyer and  
31 Seller.
- 32 E. Buyer (which term includes all persons signing the "Buyer's  
33 acceptance" portion of this disclosure statement below) has  
34 received a copy of this Disclosure Statement (including  
35 attachments, if any) bearing Seller's signature.

36 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
37 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
38 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
39 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM  
40 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO  
41 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN  
42 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) The seller disclosure statement shall be for disclosure only,  
8 and shall not be considered part of any written agreement between the  
9 buyer and seller of residential property. The seller disclosure  
10 statement shall be only a disclosure made by the seller, and not any  
11 real estate licensee involved in the transaction, and shall not be  
12 construed as a warranty of any kind by the seller or any real estate  
13 licensee involved in the transaction.

14 **Sec. 2.** RCW 64.06.020 and 2007 c 107 s 4 are each amended to read  
15 as follows:

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

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1 MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE  
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14 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
15 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF  
16 QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT  
17 LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,  
18 ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER  
19 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
20 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS  
21 OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT  
22 BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR  
23 WARRANTIES.

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

25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37

**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?

1	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*C. Are there any encroachments, boundary agreements, or boundary disputes?
2							
3							
4	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*D. Is there a private road or easement agreement for access to the property?
5							
6	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?
7							
8							
9							
10	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*F. Are there any written agreements for joint maintenance of an easement or right-of-way?
11							
12							
13	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*G. Is there any study, survey project, or notice that would adversely affect the property?
14							
15							
16	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*H. Are there any pending or existing assessments against the property?
17							
18	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	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?
19							
20							
21							
22							
23	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*J. Is there a boundary survey for the property?
24							
25	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*K. Are there any covenants, conditions, or restrictions which affect the property?
26							
27							
28							

**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

37	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*If shared, are there any written agreements?
38							
39	<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?
40							
41							
42	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Don't know	*(3) Are there any known problems or repairs needed?
43							
44	<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.
45							
46							
47							

1	<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
2				
3				
4	<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?
5				
6				
7				
8				
9	<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?
10				
11				
12				(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.)
13				
14				
15				
16				.....
17				<b>B. Irrigation Water</b>
18	<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?
19				
20				
21				
22	<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?
23				
24				
25	<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.)
26				
27				
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?
29				
30				
31				If so, explain:
32				.....
33	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:
34				
35				
36				
37				
38				
39				.....
40				<b>C. Outdoor Sprinkler System</b>
41	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(1) Is there an outdoor sprinkler system for the property?
42				
43	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	(2) If yes, are there any defects in the system? .....
44				
45	<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?
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**3. SEWER/ON-SITE SEWAGE SYSTEM**

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. If public sewer system service is available to the property, is the house connected to the sewer main? If no, please explain.  
.....

Yes     No     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?

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

Yes     No     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?

(2) When was it last pumped:  
.....

Yes     No     Don't know

\*(3) Are there any defects in the operation of the on-site sewage system?

Don't know

(4) When was it last inspected?  
.....

By whom: .....

Don't know

(5) For how many bedrooms was the on-site sewage system approved?  
..... bedrooms

Yes     No     Don't know

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain: .....

Yes     No     Don't know

\*F. Have there been any changes or repairs to the on-site sewage system?



1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	H. During your ownership, has the
2				property had any wood destroying
3				organism or pest infestation?
4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	I. Is the attic insulated?
5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	J. Is the basement insulated?
6				<b>5. SYSTEMS AND FIXTURES</b>
7				*A. If any of the following systems or
8				fixtures are included with the transfer,
9				are there any defects? If yes, please
10				explain.
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Electrical system, including
12				wiring, switches, outlets, and
13				service
14	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Plumbing system, including pipes,
15				faucets, fixtures, and toilets
16	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Hot water tank
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Garbage disposal
18	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Appliances
19	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Sump pump
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Heating and cooling systems
21	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system
22				<input type="checkbox"/> Owned <input type="checkbox"/> Leased
23				Other .....
24				*B. If any of the following fixtures or
25				property is included with the transfer,
26				are they leased? (If yes, please attach
27				copy of lease.)
28	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Security system .....
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Tanks (type): .....
30	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	Satellite dish .....
31				Other: .....
32				<b>6. HOMEOWNERS'</b>
33				<b>ASSOCIATION/COMMON</b>
34				<b>INTERESTS</b>
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	A. Is there a Homeowners'
36				Association? Name of Association <u>and</u>
37				<u>contact information for an officer,</u>
38				<u>director, employee, or other authorized</u>
39				<u>agent, if any, who may provide the</u>
40				<u>association's financial statements,</u>
41				<u>minutes, bylaws, fining policy, and other</u>
42				<u>information that is not publicly</u>
43				<u>available:</u>
44				.....
45	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	B. Are there regular periodic
46				assessments:



1 \$ . . . . per [ ] Month [ ] Year  
2 [ ] Other . . . . .

3 [ ] Yes [ ] No [ ] Don't know \*C. Are there any pending special  
4 assessments?

5 [ ] Yes [ ] No [ ] Don't know \*D. Are there any shared "common  
6 areas" or any joint maintenance  
7 agreements (facilities such as walls,  
8 fences, landscaping, pools, tennis  
9 courts, walkways, or other areas co-  
10 owned in undivided interest with  
11 others)?

12 **7. ENVIRONMENTAL**

13 [ ] Yes [ ] No [ ] Don't know \*A. Have there been any drainage  
14 problems on the property?

15 [ ] Yes [ ] No [ ] Don't know \*B. Does the property contain fill  
16 material?

17 [ ] Yes [ ] No [ ] Don't know \*C. Is there any material damage to the  
18 property from fire, wind, floods, beach  
19 movements, earthquake, expansive  
20 soils, or landslides?

21 [ ] Yes [ ] No [ ] Don't know D. Are there any shorelines, wetlands,  
22 floodplains, or critical areas on the  
23 property?

24 [ ] Yes [ ] No [ ] Don't know \*E. Are there any substances,  
25 materials, or products on the property  
26 that may be environmental concerns,  
27 such as asbestos, formaldehyde, radon  
28 gas, lead-based paint, fuel or chemical  
29 storage tanks, or contaminated soil or  
30 water?

31 [ ] Yes [ ] No [ ] Don't know \*F. Has the property been used for  
32 commercial or industrial purposes?

33 [ ] Yes [ ] No [ ] Don't know \*G. Is there any soil or groundwater  
34 contamination?

35 [ ] Yes [ ] No [ ] Don't know \*H. Are there transmission poles,  
36 transformers, or other utility equipment  
37 installed, maintained, or buried on the  
38 property?

39 [ ] Yes [ ] No [ ] Don't know \*I. Has the property been used as a  
40 legal or illegal dumping site?

41 [ ] Yes [ ] No [ ] Don't know \*J. Has the property been used as an  
42 illegal drug manufacturing site?

43 [ ] Yes [ ] No [ ] Don't know \*K. Are there any radio towers in the  
44 area that may cause interference with  
45 telephone reception?

**8. MANUFACTURED AND  
MOBILE HOMES**

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If the property includes a manufactured or mobile home,

Yes     No     Don't know

\*A. Did you make any alterations to the home? If yes, please describe the alterations: . . . . .

Yes     No     Don't know

\*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations: . . . . .

Yes     No     Don't know

\*C. If alterations were made, were permits or variances for these alterations obtained?

**9. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

Yes     No     Don't know

\*Are there any other existing material defects affecting the property that a 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.

- 1 D. This information is for disclosure only and is not intended to
- 2 be a part of the written agreement between the Buyer and
- 3 Seller.
- 4 E. Buyer (which term includes all persons signing the "Buyer's
- 5 acceptance" portion of this disclosure statement below) has
- 6 received a copy of this Disclosure Statement (including
- 7 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. YOU MAY WAIVE THE  
15 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE  
16 AGREEMENT.

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

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

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

33 **Sec. 3.** RCW 64.06.040 and 1996 c 301 s 4 are each amended to read  
34 as follows:

35 (1) If, after the date that a seller of residential real property  
36 completes a real property transfer disclosure statement, the seller  
37 becomes aware of additional information, or an adverse change occurs

1 which makes any of the disclosures made inaccurate, the seller shall  
2 amend the real property transfer disclosure statement, and deliver the  
3 amendment to the buyer. No amendment shall be required, however, if  
4 the seller takes whatever corrective action is necessary so that the  
5 accuracy of the disclosure is restored, or the adverse change is  
6 corrected, at least three business days prior to the closing date.  
7 Unless the corrective action is completed by the seller prior to the  
8 closing date, the buyer shall have the right to exercise one of the  
9 following two options: (a) Approving and accepting the amendment, or  
10 (b) rescinding the agreement of purchase and sale of the property  
11 within three business days after receiving the amended real property  
12 transfer disclosure statement. Acceptance or rescission shall be subject  
13 to the same procedures described in RCW 64.06.030. If the closing date  
14 provided in the purchase and sale agreement is scheduled to occur  
15 within the three-business-day rescission period provided for in this  
16 section, the closing date shall be extended until the expiration of the  
17 three-business-day rescission period. The buyer shall have no right of  
18 rescission if the seller takes whatever action is necessary so that the  
19 accuracy of the disclosure is restored at least three business days  
20 prior to the closing date.

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

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

1 property transfer disclosure statement and the buyer's rights and  
2 remedies under this chapter shall terminate.

3 (4) Failure of a homeowners' association or its officers,  
4 directors, employees, or authorized agents to provide requested  
5 information in part 8 of the disclosure statement form in RCW 64.06.015  
6 or part 6 of the disclosure statement form in RCW 64.06.020 does not  
7 constitute a seller's failure or refusal to provide a real property  
8 transfer disclosure statement under subsection (3) of this section.

--- END ---