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E2SSB 5284 - H COMM AMD By Committee on Appropriations

ADOPTED AS AMENDED 04/16/2019

- 1 Strike everything after the enacting clause and insert the 2 following:
- 3 "Sec. 1. RCW 43.44.110 and 1995 c 369 s 34 are each amended to 4 read as follows:
- 5 (1) Smoke detection devices shall be installed inside all 6 dwelling units:
- 7 (a) Occupied by persons other than the owner on and after 8 December 31, 1981; ((or))
- 9 (b) Built or manufactured in this state after December 31, 1980; 10 or
- 11 (c) Sold on or after the effective date of this section.
- 12 (2) The smoke detection devices shall be designed, manufactured, 13 and installed inside dwelling units in conformance with:
 - (a) Nationally accepted standards; and
- 15 (b) As provided by the administrative procedure act, chapter 16 34.05 RCW, rules and regulations promulgated by the chief of the 17 Washington state patrol, through the director of fire protection.
 - (3) Installation of smoke detection devices shall be the responsibility of the owner. Maintenance of smoke detection devices, including the replacement of batteries where required for the proper operation of the smoke detection device, shall be the responsibility of the tenant, who shall maintain the device as specified by the manufacturer. At the time of a vacancy, the owner shall insure that the smoke detection device is operational prior to the reoccupancy of the dwelling unit.
- 26 (4) (a) For any dwelling unit sold on or after the effective date
 27 of this section that does not have at least one smoke detection
 28 device, the seller shall provide at least one smoke detection device
 29 in the dwelling unit before the buyer or any other person occupies
 30 the dwelling unit following such sale. A violation of this subsection

does not affect the transfer of the title, ownership, or possession of the dwelling unit.

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- (b) Real estate brokers licensed under chapter 18.85 RCW are not liable in any civil, administrative, or other proceeding for the failure of any seller or other property owner to comply with the requirements of this section.
- (c) Any person or entity that assists the buyer of a dwelling with installing a smoke detection device, whether they are voluntarily doing so or as a nonprofit, is not liable in any civil, administrative, or other proceeding relating to the installation of the smoke detection device.
- 12 <u>(d) Interconnection of smoke detection devices is not required</u>
 13 <u>where not already present in buildings undergoing repairs undertaken</u>
 14 <u>solely as a condition of sale.</u>
- (5) (a) Except as provided in (b) of this subsection (5), any owner, seller, or tenant failing to comply with this section shall be punished by a fine of not more than two hundred dollars.
- $((\frac{1}{2}))$ (b) Any owner failing to comply with this section shall 18 be punished by a fine of five thousand dollars if, after such 19 20 failure, a fire causes property damage, personal injury, or death to a tenant or a member of a tenant's household. All moneys received 21 pursuant to (a) or (b) of this subsection, except for administrative 22 23 costs for enforcing the fine, shall be deposited into the smoke detection device awareness account created in section 2 of this act. 24 25 Enforcement shall occur after a fire occurs and when it is evident that the dwelling unit sold on or after the effective date of this 26 27 section did not have at least one smoke detection device. The 28 following may enforce this subsection:
- 29 <u>(i) The chief of the fire department if the dwelling unit is</u>
 30 located within a city or town; or
- 31 <u>(ii) The county fire marshal or other fire official so designated</u>
 32 <u>by the county legislative authority if the dwelling unit is located</u>
 33 within unincorporated areas of a county.
 - (6) For the purposes of this section:
 - (a) "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation; and
- 39 (b) "Smoke detection device" means an assembly incorporating in 40 one unit a device which detects visible or invisible particles of Code Rev/RB:eab 2 H-2754.1/19

- 1 combustion, the control equipment, and the alarm-sounding device,
- 2 operated from a power supply either in the unit or obtained at the
- 3 point of installation.
- 4 <u>NEW SECTION.</u> **Sec. 2.** A new section is added to chapter 43.44 5 RCW to read as follows:
- The smoke detection device awareness account is created in the custody of the state treasurer. All receipts from fines imposed
- 8 pursuant to RCW 43.44.110(5) must be deposited into the account.
- 9 Expenditures from the account may be used only for the purposes of
- 10 raising public awareness of owners and tenants' duties pertaining to
- 11 smoke detection devices under RCW 43.44.110 and of the danger to life
- 12 and property resulting from a failure to comply with those duties and
- 13 for administrative costs related to enforcement of the fine created
- in RCW 43.44.110(5)(b). Only the Washington state patrol, through the
- 15 director of fire protection or the director of fire protection's
- 16 authorized deputy, may authorize expenditures from the account. The
- 17 account is subject to the allotment procedures under chapter 43.88
- 18 RCW, but an appropriation is not required for expenditures.
- 19 **Sec. 3.** RCW 64.06.020 and 2015 c 110 s 1 are each amended to 20 read as follows:
- 21 (1) In a transaction for the sale of improved residential real
- property, the seller shall, unless the buyer has expressly waived the
- 23 right to receive the disclosure statement under RCW 64.06.010, or
- unless the transfer is otherwise exempt under RCW 64.06.010, deliver
- 25 to the buyer a completed seller disclosure statement in the following
- 26 format and that contains, at a minimum, the following information:
- 27 INSTRUCTIONS TO THE SELLER
- 28 Please complete the following form. Do not leave any spaces blank. If
- 29 the question clearly does not apply to the property write "NA." If
- 30 the answer is "yes" to any * items, please explain on attached
- 31 sheets. Please refer to the line number(s) of the question(s) when
- 32 you provide your explanation(s). For your protection you must date
- 33 and sign each page of this disclosure statement and each attachment.
- 34 Delivery of the disclosure statement must occur not later than five
- 35 business days, unless otherwise agreed, after mutual acceptance of a
- 36 written contract to purchase between a buyer and a seller.

37 NOTICE TO THE BUYER

1	THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF
2	THE PROPERTY LOCATED AT
3	("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.
4	SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR
5	MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE
6	PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT.
7	UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE
8	BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS
9	DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A
10	SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR
11	SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED
12	DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR
13	TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.
14	THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE
15	REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS
16	INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART
17	OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.
18	FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF
19	THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF
20	QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT
21	LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS,
22	ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER
23	TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE
24	BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR
25	INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A
26	CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS
27	OR WARRANTIES.
28	Seller is/ is not occupying the property.
29	I. SELLER'S DISCLOSURES:
30	*If you answer "Yes" to a question with an asterisk (*), please explain your
31	answer and attach documents, if available and not otherwise publicly recorded. If
32	necessary, use an attached sheet.
33	1. TITLE
34	[] Yes [] No [] Don't know A. Do you have legal authority to sell
35	the property? If no, please explain.

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*B. Is title to the property subject to

any of the following?

[] No [] Don't know

[] Yes

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

1				(1) The source of water for the
2				property is:
3				[] Private or publicly owned
4				water system
5				[] Private well serving only the
6				subject property
7				*[] Other water system
8	[] Yes	[] No	[] Don't know	*If shared, are there any written
9				agreements?
10	[] Yes	[] No	[] Don't know	*(2) Is there an easement
11				(recorded or unrecorded) for
12				access to and/or maintenance of
13				the water source?
14	[] Yes	[] No	[] Don't know	*(3) Are there any problems or
15				repairs needed?
16	[] Yes	[] No	[] Don't know	(4) During your ownership, has
17				the source provided an adequate
18				year-round supply of potable
19				water? If no, please explain.
20	[] Yes	[] No	[] Don't know	*(5) Are there any water
21				treatment systems for the
22				property? If yes, are they
23				[]Leased []Owned
24	[] Yes	[] No	[] Don't know	*(6) Are there any water rights
25				for the property associated with
26				its domestic water supply, such as
27				a water right permit, certificate,
28				or claim?
29	[] Yes	[] No	[] Don't know	(a) If yes, has the water right
30				permit, certificate, or claim been
31				assigned, transferred, or
32				changed?
33				*(b) If yes, has all or any portion
34				of the water right not been used
35				for five or more successive
36				years?
37	[] Yes	[] No	[] Don't know	*(7) Are there any defects in the
38				operation of the water system
39				(e.g. pipes, tank, pump, etc.)?

1				B. Irrigation Water
2	[] Yes	[] No	[] Don't know	(1) Are there any irrigation water
3				rights for the property, such as a
4				water right permit, certificate, or
5				claim?
6	[] Yes	[] No	[] Don't know	*(a) If yes, has all or any portion
7				of the water right not been used
8				for five or more successive
9				years?
10	[] Yes	[] No	[] Don't know	*(b) If so, is the certificate
11				available? (If yes, please attach a
12				copy.)
13	[] Yes	[] No	[] Don't know	*(c) If so, has the water right
14				permit, certificate, or claim been
15				assigned, transferred, or
16				changed?
17	[] Yes	[] No	[] Don't know	*(2) Does the property receive
18				irrigation water from a ditch
19				company, irrigation district, or
20				other entity? If so, please identify
21				the entity that supplies water to
22				the property:
23				C. Outdoor Sprinkler System
24	[] Yes	[] No	[] Don't know	(1) Is there an outdoor sprinkler
25				system for the property?
26	[] Yes	[] No	[] Don't know	*(2) If yes, are there any defects
27				in the system?
28	[] Yes	[] No	[] Don't know	*(3) If yes, is the sprinkler
29				system connected to irrigation
30				water?
31				3. SEWER/ON-SITE SEWAGE
32				SYSTEM

1				A. The property is served by:
2				[] Public sewer system,
3				[] On-site sewage system (including
4				pipes, tanks, drainfields, and all other
5				component parts)
6				[] Other disposal system, please
7				describe:
8	[] Yes	[] No	[] Don't know	B. If public sewer system service is
9				available to the property, is the house
10				connected to the sewer main? If no,
11				please explain.
12	[] Yes	[] No	[] Don't know	*C. Is the property subject to any
13				sewage system fees or charges in
14				addition to those covered in your
15				regularly billed sewer or on-site
16				sewage system maintenance service?
17				D. If the property is connected to an
18				on-site sewage system:
19	[] Yes	[] No	[] Don't know	*(1) Was a permit issued for its
20				construction, and was it approved
21				by the local health department or
22				district following its
23				construction?
24				(2) When was it last pumped?
25				
26	[] Yes	[] No	[] Don't know	*(3) Are there any defects in the
27				operation of the on-site sewage
28				system?
29			[] Don't know	(4) When was it last inspected?
30				
31				By whom:
32			[] Don't know	(5) For how many bedrooms was
33				the on-site sewage system
34				approved?
35				bedrooms

1	[] Yes	[] No	[] Don't know	E. Are all plumbing fixtures, including
2				laundry drain, connected to the
3				sewer/on-site sewage system? If no,
4				please explain:
5	[] Yes	[] No	[] Don't know	*F. Have there been any changes or
6				repairs to the on-site sewage system?
7	[] Yes	[] No	[] Don't know	G. Is the on-site sewage system,
8				including the drainfield, located
9				entirely within the boundaries of the
10				property? If no, please explain.
11				
12	[] Yes	[] No	[] Don't know	*H. Does the on-site sewage system
13				require monitoring and maintenance
14				services more frequently than once a
15				year?
16				
17	NOTICE:	IF THIS	RESIDENTIAL	REAL PROPERTY DISCLOSURE
18	STATEME	NT IS BEI	NG COMPLETED	FOR NEW CONSTRUCTION WHICH
19	HAS NEV	ER BEEN	OCCUPIED, THI	E SELLER IS NOT REQUIRED TO
19 20				E SELLER IS NOT REQUIRED TO ED IN ITEM 4. STRUCTURAL OR
	COMPLET	E THE Q		
20	COMPLET	E THE Q	UESTIONS LISTE	
20 21	COMPLET	E THE Q	UESTIONS LISTE	ED IN ITEM 4. STRUCTURAL OR
20 21 22	COMPLET ITEM 5. SY	E THE Q	QUESTIONS LISTE	ED IN ITEM 4. STRUCTURAL OR 4. STRUCTURAL
20212223	COMPLET ITEM 5. SY	E THE Q	QUESTIONS LISTE	ED IN ITEM 4. STRUCTURAL OR 4. STRUCTURAL *A. Has the roof leaked within the last
2021222324	COMPLET ITEM 5. SY	TE THE Q	QUESTIONS LISTE	#A. Has the roof leaked within the last five years?
202122232425	COMPLET ITEM 5. SY	TE THE Q	QUESTIONS LISTE	4. STRUCTURAL *A. Has the roof leaked within the last five years? *B. Has the basement flooded or
20 21 22 23 24 25 26	COMPLET ITEM 5. SY [] Yes	E THE Q YSTEMS A [] No	QUESTIONS LISTE AND FIXTURES [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked?
20 21 22 23 24 25 26 27	COMPLET ITEM 5. SY [] Yes	E THE Q YSTEMS A [] No	QUESTIONS LISTE AND FIXTURES [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions,
20 21 22 23 24 25 26 27 28	COMPLET ITEM 5. SY [] Yes [] Yes	E THE Q YSTEMS A [] No [] No	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling?
20 21 22 23 24 25 26 27 28 29	COMPLET ITEM 5. SY [] Yes [] Yes	E THE Q YSTEMS A [] No [] No	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building
20 21 22 23 24 25 26 27 28 29 30	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes	TE THE QUESTION OF THE PROPERTY OF THE PROPERT	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained?
20 21 22 23 24 25 26 27 28 29 30 31	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes	TE THE QUESTION OF THE PROPERTY OF THE PROPERT	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final
20 21 22 23 24 25 26 27 28 29 30 31 32	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes [] Yes	E THE Q YSTEMS A [] No [] No [] No	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know [] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes [] Yes	E THE Q YSTEMS A [] No [] No [] No	QUESTIONS LISTERAND FIXTURES [] Don't know [] Don't know [] Don't know [] Don't know	#A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house?
20 21 22 23 24 25 26 27 28 29 30 31 32 33	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes [] Yes	E THE Q YSTEMS A [] No [] No [] No [] No	[] Don't know	*A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house? If yes, year of original construction:
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35	COMPLET ITEM 5. SY [] Yes [] Yes [] Yes [] Yes	E THE Q YSTEMS A [] No [] No [] No [] No	[] Don't know	#A. Has the roof leaked within the last five years? *B. Has the basement flooded or leaked? *C. Have there been any conversions, additions, or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained? D. Do you know the age of the house? If yes, year of original construction: *E. Has there been any settling,

1	[] Yes	s	[] No	[] Don't	know	*F. Are there	any defects with the
2						following: (If	yes, please check
3						applicable items	s and explain.)
4		□ Fou	ndations		□ Decks		□ Exterior Walls
5		□ Chi	mneys		□ Interio	r Walls	□ Fire Alarm
6		□ Doc	ors		□ Windo	ws	□ Patio
7		□ Ceil	lings		□ Slab F	oors	□ Driveways
8		□ Poo	ls		□ Hot Tu	b	□ Sauna
9		□ Side	ewalks		□ Outbui	ldings	□ Fireplaces
10		□ Gar	age Floors		□ Walkw	ays	□ Siding
11		□ Oth	er		□ Woods	toves	□ Elevators
12		□ Incl	ine Elevat	ors	□ Stairwa	ay Chair	□ Wheelchair Lifts
13					Lifts		
14	[] Yes	S	[] No	[] Don't	know	*G. Was a stru	actural pest or "whole
15						house" inspection	on done? If yes, when
16						and by whom	was the inspection
17						completed?	
18	[] Yes	S	[] No	[] Don't	know	H. During you	ar ownership, has the
19						property had	any wood destroying
20						organism or pes	t infestation?
21	[] Yes	s	[] No	[] Don't	know	I. Is the attic ins	sulated?
22	[] Yes	S	[] No	[] Don't	know	J. Is the baseme	nt insulated?
23						5. SYSTEMS A	AND FIXTURES
24						*A. If any of th	e following systems or
25						fixtures are incl	uded with the transfer,
26						are there any o	defects? If yes, please
27						explain.	
28	[] Yes	s	[] No	[] Don't	know	Electrical	system, including
29						wiring, sv	witches, outlets, and
30						service	
31	[] Yes	S	[] No	[] Don't	know	Plumbing	system, including
32						pipes, fa	ucets, fixtures, and
33						toilets	
34	[] Yes	s	[] No	[] Don't	know	Hot water	tank
35	[] Yes	S	[] No	[] Don't	know	Garbage di	sposal
36	[] Yes	s	[] No	[] Don't	know	Appliances	S
37	[] Yes	S	[] No	[] Don't	know	Sump pum	p

1	[] Yes	[] No	[] Don't know	Heating and cooling systems
2	[] Yes	[] No	[] Don't know	Security system
3				[] Owned [] Leased
4				Other
5				*B. If any of the following fixtures or
6				property is included with the transfer,
7				are they leased? (If yes, please attach
8				copy of lease.)
9	[] Yes	[] No	[] Don't know	Security system
10	[] Yes	[] No	[] Don't know	Tanks (type):
11	[] Yes	[] No	[] Don't know	Satellite dish
12				Other:
13				*C. Are any of the following kinds of
14				wood burning appliances present at
15				the property?
16	[] Yes	[] No	[] Don't know	(1) Woodstove?
17	[] Yes	[] No	[] Don't know	(2) Fireplace insert?
18	[] Yes	[] No	[] Don't know	(3) Pellet stove?
19	[] Yes	[] No	[] Don't know	(4) Fireplace?
20	[] Yes	[] No	[] Don't know	If yes, are all of the (1)
21				woodstoves or (2) fireplace
22				inserts certified by the U.S.
23				Environmental Protection
24				Agency as clean burning
25				appliances to improve air quality
26				and public health?
27	[] Yes	[] No	[] Don't know	D. Is the property located within a
28				city, county, or district or within a
29				department of natural resources fire
30				protection zone that provides fire
31				protection services?
32	[] Yes	[] No	[] Don't know	E. Is the property equipped with
33				carbon monoxide alarms?
34				(Note: Pursuant to RCW 19.27.530,
35				seller must equip the residence with
36				carbon monoxide alarms as required
37				by the state building code.)

1	[] Yes	[] No	[] Don't know	F. Is the property equipped with
2				smoke ((alarms)) detection devices?
3				(Note: Pursuant to RCW 43.44.110, if
4				the property is not equipped with at
5				least one smoke detection device, at
6				least one must be provided by the
7				seller.)
8				6. HOMEOWNERS'
9				ASSOCIATION/COMMON
10				INTERESTS
11	[] Yes	[] No	[] Don't know	A. Is there a Homeowners'
12				Association? Name of Association and
13				contact information for an officer,
14				director, employee, or other authorized
15				agent, if any, who may provide the
16				association's financial statements,
17				minutes, bylaws, fining policy, and
18				other information that is not publicly
19				available:
20	[] Yes	[] No	[] Don't know	B. Are there regular periodic
21				assessments:
22				\$ per [] Month [] Year
23				[] Other
24	[] Yes	[] No	[] Don't know	*C. Are there any pending special
25				assessments?
26	[] Yes	[] No	[] Don't know	*D. Are there any shared "common
27				areas" or any joint maintenance
28				agreements (facilities such as walls,
29				fences, landscaping, pools, tennis
30				courts, walkways, or other areas co-
31				owned in undivided interest with
32				others)?
33				7. ENVIRONMENTAL
34	[] Yes	[] No	[] Don't know	*A. Have there been any flooding,
35				standing water, or drainage problems
36				on the property that affect the property
27				or access to the property?
37				

1	[] Yes	[] No	[] Don't know	*B. Does any part of the property
2				contain fill dirt, waste, or other fill
3				material?
4	[] Yes	[] No	[] Don't know	*C. Is there any material damage to
5				the property from fire, wind, floods,
6				beach movements, earthquake,
7				expansive soils, or landslides?
8	[] Yes	[] No	[] Don't know	D. Are there any shorelines, wetlands,
9				floodplains, or critical areas on the
10				property?
11	[] Yes	[] No	[] Don't know	*E. Are there any substances,
12				materials, or products in or on the
13				property that may be environmental
14				concerns, such as asbestos,
15				formaldehyde, radon gas, lead-based
16				paint, fuel or chemical storage tanks,
17				or contaminated soil or water?
18	[] Yes	[] No	[] Don't know	*F. Has the property been used for
19				commercial or industrial purposes?
20	[] Yes	[] No	[] Don't know	*G. Is there any soil or groundwater
21				contamination?
22	[] Yes	[] No	[] Don't know	*H. Are there transmission poles or
23				other electrical utility equipment
24				installed, maintained, or buried on the
25				property that do not provide utility
26				service to the structures on the
27				property?
28	[] Yes	[] No	[] Don't know	*I. Has the property been used as a
29				legal or illegal dumping site?
30	[] Yes	[] No	[] Don't know	*J. Has the property been used as an
31				illegal drug manufacturing site?
32	[] Yes	[] No	[] Don't know	*K. Are there any radio towers in the
33				area that cause interference with
34				cellular telephone reception?
35				8. MANUFACTURED AND
36				MOBILE HOMES
37				If the property includes a
38				manufactured or mobile home,

1	[] Yes	[] No	[] Don't know	*A. Did you make any alterations to
2				the home? If yes, please describe the
3				alterations:
4	[] Yes	[] No	[] Don't know	*B. Did any previous owner make any
5				alterations to the home?
6	[] Yes	[] No	[] Don't know	*C. If alterations were made, were
7				permits or variances for these
8				alterations obtained?
9				9. FULL DISCLOSURE BY
10				SELLERS
11				A. Other conditions or defects:
12	[] Yes	[] No	[] Don't know	*Are there any other existing material
13				defects affecting the property that a
14				prospective buyer should know about?
15				B. Verification:
16				The foregoing answers and attached
17				explanations (if any) are complete and
18				correct to the best of my/our
19				knowledge and I/we have received a
20				copy hereof. I/we authorize all of
21				my/our real estate licensees, if any, to
22				deliver a copy of this disclosure
23				statement to other real estate licensees
24				and all prospective buyers of the
25				property.
26	DATE		SELLER	SELLER
27			NOTICE TO	THE BUYER
28	INFORMA	TION RE	GARDING REGIST	ERED SEX OFFENDERS MAY
29	BE OBTA	INED FR	OM LOCAL LAW	ENFORCEMENT AGENCIES. THIS
30	NOTICE I	S INTENI	DED ONLY TO INI	FORM YOU OF WHERE TO OBTAIN
31	THIS INFO	ORMATIC	N AND IS NOT A	AN INDICATION OF THE PRESENCE
32	OF REGIS	TERED S	EX OFFENDERS.	
33		II. BUY	ER'S ACKNOWL	EDGMENT
34		A.	Buyer hereby ack	nowledges that: Buyer has a duty to pay
35			diligent attention	to any material defects that are known to
36			Buyer or can be	known to Buyer by utilizing diligent
37			attention and obse	ervation.

1	B. Th	e disclosures set forth in this statement and in any
2	am	endments to this statement are made only by the Seller
3	ane	I not by any real estate licensee or other party.
4	C. Bu	yer acknowledges that, pursuant to RCW 64.06.050(2),
5	rea	l estate licensees are not liable for inaccurate
6	inf	ormation provided by Seller, except to the extent that
7	геа	l estate licensees know of such inaccurate information.
8	D. Th	is information is for disclosure only and is not intended
9	to	be a part of the written agreement between the Buyer
10	and	l Seller.
11	E. Bu	yer (which term includes all persons signing the
12	"В	uyer's acceptance" portion of this disclosure statement
13	bel	ow) has received a copy of this Disclosure Statement
14	(in	cluding attachments, if any) bearing Seller's signature.
15	DISCLOSURES CONTAINED IN THI	S DISCLOSURE STATEMENT ARE PROVI
16	SELLER BASED ON SELLER'S ACTU	AL KNOWLEDGE OF THE PROPERTY AT TH
17	CELLED COMPLETES THE DISCLO	CUDE CHAMEMENT UNITECC DUVED AND

- IDED BY HE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER 17 18 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT 19 TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 20 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE 21 22 THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE 23 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
- 27 PARTY.
- 29 (2) If the disclosure statement is being completed for new 30 construction which has never been occupied, the disclosure statement 31 is not required to contain and the seller is not required to complete 32 the questions listed in item 4. Structural or item 5. Systems and 33 Fixtures.
- 34 (3) The seller disclosure statement shall be for disclosure only, 35 and shall not be considered part of any written agreement between the 36 buyer and seller of residential property. The seller disclosure 37 statement shall be only a disclosure made by the seller, and not any 38 real estate licensee involved in the transaction, and shall not be

- 1 construed as a warranty of any kind by the seller or any real estate
- 2 licensee involved in the transaction.
- 3 <u>NEW SECTION.</u> **Sec. 4.** A new section is added to chapter 48.19 4 RCW to read as follows:
- 5 (1) In making rates for the insurance coverage for dwelling units, insurers shall consider the benefits of fire alarms in their 6 rate making. If the insurer determines a separate fire alarm factor 7 is valid, then an exhibit supporting these changes and any credits or 8 discounts resulting from any such changes must be included in the 9 10 initial filing supporting such change. An insurer need not file any exhibits or offer any related discounts if it determines that there 11 is no material anticipated change in losses due to the use of such 12 equipment or if any potential discount is not actuarially supported. 13
 - (2) The commissioner shall report to the appropriate committees of the legislature on any credits or discounts provided on insurance premiums for fire alarms installed in dwelling units. By December 31, 2020, and in compliance with RCW 43.01.036, the commissioner must submit a report to the appropriate committees of the legislature that details the use of discounts prior to and after the effective date of this section, and the type of fire alarm or smoke detection device qualifying for a credit or discount.
- 22 (3) For the purposes of this section, "dwelling unit" means a 23 residential dwelling of any type, including a single-family 24 residence, apartment, condominium, or cooperative unit.
- 25 (4) This section applies to rate filings for coverage for 26 dwelling units filed on or after January 1, 2020.
- NEW SECTION. Sec. 5. This act shall be known and cited as the Greg "Gibby" Gibson home fire safety act.
- NEW SECTION. Sec. 6. Section 3 of this act is effective for real estate transactions entered into on or after January 1, 2020.
- NEW SECTION. Sec. 7. Section 1 of this act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 2019."
- 35 Correct the title.

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<u>EFFECT:</u> Changes the enforcement of the \$5,000 fine from the Washington State Patrol to local fire authorities and allows the fine to cover administrative costs related to enforcement.

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