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**SENATE BILL 5727**

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**State of Washington****68th Legislature****2023 Regular Session****By** Senator Trudeau

1 AN ACT Relating to providing protections for consumers engaging  
2 with common interest communities; amending RCW 64.06.015, 64.06.030,  
3 64.06.040, 64.32.170, 64.32.200, 64.34.304, 64.34.364, 64.34.372,  
4 64.34.420, 64.34.425, 64.38.045, 64.38.100, 64.90.485, 64.90.495,  
5 64.90.635, and 64.90.640; reenacting and amending RCW 7.60.025,  
6 64.06.020, 64.32.010, 64.34.020, and 64.38.010; adding a new section  
7 to chapter 64.32 RCW; adding a new section to chapter 64.34 RCW;  
8 adding a new section to chapter 64.38 RCW; adding a new section to  
9 chapter 64.90 RCW; prescribing penalties; and providing an effective  
10 date.

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

12 **Sec. 1.** RCW 7.60.025 and 2021 c 176 s 5201 and 2021 c 65 s 6 are  
13 each reenacted and amended to read as follows:

14 (1) A receiver may be appointed by the superior court of this  
15 state in the following instances, but except in any case in which a  
16 receiver's appointment is expressly required by statute, or any case  
17 in which a receiver's appointment is sought by a state agent whose  
18 authority to seek the appointment of a receiver is expressly  
19 conferred by statute, or any case in which a receiver's appointment  
20 with respect to real property is sought under (b)(ii) of this  
21 subsection, a receiver shall be appointed only if the court

1 additionally determines that the appointment of a receiver is  
2 reasonably necessary and that other available remedies either are not  
3 available or are inadequate:

4 (a) On application of any party, when the party is determined to  
5 have a probable right to or interest in property that is a subject of  
6 the action and in the possession of an adverse party, or when the  
7 property or its revenue-producing potential is in danger of being  
8 lost or materially injured or impaired. A receiver may be appointed  
9 under this subsection (1)(a) whether or not the application for  
10 appointment of a receiver is combined with, or is ancillary to, an  
11 action seeking a money judgment or other relief;

12 (b) Provisionally, after commencement of any judicial action or  
13 nonjudicial proceeding to foreclose upon any lien against or for  
14 forfeiture of any interest in real or personal property, on  
15 application of any person, when the interest in the property that is  
16 the subject of such an action or proceeding of the person seeking the  
17 receiver's appointment is determined to be probable and either:

18 (i) The property or its revenue-producing potential is in danger  
19 of being lost or materially injured or impaired; or

20 (ii) The appointment of a receiver with respect to the real or  
21 personal property that is the subject of the action or proceeding is  
22 provided for by agreement or is reasonably necessary to effectuate or  
23 enforce an assignment of rents or other revenues from the property.  
24 For purposes of this subsection (1)(b), a judicial action is  
25 commenced as provided in superior court civil rule 3(a), a  
26 nonjudicial proceeding is commenced under chapter 61.24 RCW upon the  
27 service of notice of default described in RCW 61.24.030(8), and a  
28 proceeding for forfeiture is commenced under chapter 61.30 RCW upon  
29 the recording of the notice of intent to forfeit described in RCW  
30 61.30.060;

31 (c) After judgment, in order to give effect to the judgment;

32 (d) To dispose of property according to provisions of a judgment  
33 dealing with its disposition;

34 (e) To the extent that property is not exempt from execution, at  
35 the instance of a judgment creditor either before or after the  
36 issuance of any execution, to preserve or protect it, or prevent its  
37 transfer;

38 (f) If and to the extent that property is subject to execution to  
39 satisfy a judgment, to preserve the property during the pendency of  
40 an appeal, or when an execution has been returned unsatisfied, or

1 when an order requiring a judgment debtor to appear for proceedings  
2 supplemental to judgment has been issued and the judgment debtor  
3 fails to submit to examination as ordered;

4 (g) Upon an attachment of real or personal property when the  
5 property attached is of a perishable nature or is otherwise in danger  
6 of waste, impairment, or destruction, or where the abandoned  
7 property's owner has absconded with, secreted, or abandoned the  
8 property, and it is necessary to collect, conserve, manage, control,  
9 or protect it, or to dispose of it promptly, or when the court  
10 determines that the nature of the property or the exigency of the  
11 case otherwise provides cause for the appointment of a receiver;

12 (h) In an action by a transferor of real or personal property to  
13 avoid or rescind the transfer on the basis of fraud, or in an action  
14 to subject property or a fund to the payment of a debt;

15 (i) In an action against any person who is not an individual if  
16 the object of the action is the dissolution of that person, or if  
17 that person has been dissolved, or if that person is insolvent or is  
18 not generally paying the person's debts as those debts become due  
19 unless they are the subject of bona fide dispute, or if that person  
20 is in imminent danger of insolvency;

21 (j) In accordance with RCW 7.08.030 (4) and (6), in cases in  
22 which a general assignment for the benefit of creditors has been  
23 made;

24 (k) In quo warranto proceedings under chapter 7.56 RCW;

25 (l) As provided under RCW 11.64.022;

26 (m) In an action by the department of licensing under RCW  
27 18.35.220(3) with respect to persons engaged in the business of  
28 dispensing of hearing aids, RCW 18.85.430 in the case of persons  
29 engaged in the business of a real estate broker, associate real  
30 estate broker, or real estate salesperson, or RCW 19.105.470 with  
31 respect to persons engaged in the business of camping resorts;

32 (n) In an action under RCW 18.44.470 or 18.44.490 in the case of  
33 persons engaged in the business of escrow agents;

34 (o) Upon a petition with respect to a nursing home in accordance  
35 with and subject to receivership provisions under chapter 18.51 RCW;

36 (p) In connection with a proceeding for relief with respect to a  
37 voidable transfer as to a present or future creditor under RCW  
38 19.40.041 or a present creditor under RCW 19.40.051;

1 (q) Under RCW 19.100.210(1), in an action by the attorney general  
2 or director of financial institutions to restrain any actual or  
3 threatened violation of the franchise investment protection act;

4 (r) In an action by the attorney general or by a prosecuting  
5 attorney under RCW 19.110.160 with respect to a seller of business  
6 opportunities;

7 (s) In an action by the director of financial institutions under  
8 RCW 21.20.390 in cases involving actual or threatened violations of  
9 the securities act of Washington or under RCW 21.30.120 in cases  
10 involving actual or threatened violations of chapter 21.30 RCW with  
11 respect to certain businesses and transactions involving commodities;

12 (t) In an action for or relating to dissolution of a business  
13 corporation under RCW 23B.14.065, 23B.14.300, 23B.14.310, or  
14 23B.14.320, for dissolution of a nonprofit corporation under RCW  
15 24.03A.936, for dissolution of a mutual corporation under RCW  
16 24.06.305, or in any other action for the dissolution or winding up  
17 of any other entity provided for by Title 23, 23B, 24, or 25 RCW;

18 (u) In any action in which the dissolution of any public or  
19 private entity is sought, in any action involving any dispute with  
20 respect to the ownership or governance of such an entity, or upon the  
21 application of a person having an interest in such an entity when the  
22 appointment is reasonably necessary to protect the property of the  
23 entity or its business or other interests;

24 (v) Under RCW 25.05.215, in aid of a charging order with respect  
25 to a partner's interest in a partnership;

26 (w) Under and subject to RCW 30A.44.100, 30A.44.270, and  
27 30A.56.030, in the case of a state commercial bank, RCW 30B.44B.100,  
28 in the case of a state trust company, RCW 32.24.070, 32.24.073,  
29 32.24.080, and 32.24.090, in the case of a state savings bank;

30 (x) Under and subject to RCW 31.12.637 and 31.12.671 through  
31 31.12.724, in the case of credit unions;

32 (y) Upon the application of the director of financial  
33 institutions under RCW 31.35.090 in actions to enforce chapter 31.35  
34 RCW applicable to agricultural lenders, under RCW 31.40.120 in  
35 actions to enforce chapter 31.40 RCW applicable to entities engaged  
36 in federally guaranteed small business loans, under RCW 31.45.160 in  
37 actions to enforce chapter 31.45 RCW applicable to persons licensed  
38 as check cashers or check sellers, or under RCW 19.230.230 in actions  
39 to enforce chapter 19.230 RCW applicable to persons licensed under  
40 the uniform money services act;

1 (z) Under RCW 35.82.090 or 35.82.180, with respect to a housing  
2 project;

3 (aa) Under RCW 39.84.160 or 43.180.360, in proceedings to enforce  
4 rights under any revenue bonds issued for the purpose of financing  
5 industrial development facilities or bonds of the Washington state  
6 housing finance commission, or any financing document securing any  
7 such bonds;

8 (bb) Under and subject to RCW 43.70.195, in an action by the  
9 secretary of health or by a local health officer with respect to a  
10 public water system;

11 (cc) As contemplated by RCW 61.24.030, with respect to real  
12 property that is the subject of nonjudicial foreclosure proceedings  
13 under chapter 61.24 RCW;

14 (dd) As contemplated by RCW 61.30.030(3), with respect to real  
15 property that is the subject of judicial or nonjudicial forfeiture  
16 proceedings under chapter 61.30 RCW;

17 (ee) Under RCW 64.32.200(2), in an action or proceeding commenced  
18 under chapter 61.12 (~~or 61.24~~) RCW to foreclose upon a lien for  
19 common expenses against a dwelling unit subject to the horizontal  
20 property regimes act, chapter 64.32 RCW. For purposes of this  
21 subsection (1)(ee), a judicial action is commenced as provided in  
22 superior court civil rule 3(a) (~~and a nonjudicial proceeding is~~  
23 ~~commenced under chapter 61.24 RCW upon the service of notice of~~  
24 ~~default described in RCW 61.24.030(8))~~);

25 (ff) Under RCW 64.34.364(~~(10)~~) (9), in an action or proceeding  
26 commenced under chapter 61.12 (~~or 61.24~~) RCW by a unit owners'  
27 association to foreclose a lien for nonpayment of delinquent  
28 assessments against condominium units. For purposes of this  
29 subsection (1)(ff), a judicial action is commenced as provided in  
30 superior court civil rule (3)(a) (~~and a nonjudicial proceeding is~~  
31 ~~commenced under chapter 61.24 RCW upon the service of notice of~~  
32 ~~default described in RCW 61.24.030(8))~~);

33 (gg) Upon application of the attorney general under RCW  
34 64.36.220(3), in aid of any writ or order restraining or enjoining  
35 violations of chapter 64.36 RCW applicable to timeshares;

36 (hh) Under RCW 70A.210.070(3), in aid of the enforcement of  
37 payment or performance of municipal bonds issued with respect to  
38 facilities used to abate, control, or prevent pollution;

39 (ii) Upon the application of the department of social and health  
40 services under RCW 74.42.580, in cases involving nursing homes;

1 (jj) Upon the application of the utilities and transportation  
2 commission under RCW 80.28.040, with respect to a water company or  
3 wastewater company that has failed to comply with an order of such  
4 commission within the time deadline specified therein;

5 (kk) Under RCW 87.56.065, in connection with the dissolution of  
6 an irrigation district;

7 (ll) Upon application of the attorney general or the department  
8 of licensing, in any proceeding that either of them are authorized by  
9 statute to bring to enforce Title 18 or 19 RCW; the securities act of  
10 Washington, chapter 21.20 RCW; the Washington commodities act,  
11 chapter 21.30 RCW; the land development act, chapter 58.19 RCW; or  
12 under chapter 64.36 RCW relating to the regulation of timeshares;

13 (mm) Upon application of the director of financial institutions  
14 in any proceeding that the director of financial institutions is  
15 authorized to bring to enforce chapters 31.35, 31.40, and 31.45 RCW;  
16 or

17 (nn) In such other cases as may be provided for by law, or when,  
18 in the discretion of the court, it may be necessary to secure ample  
19 justice to the parties.

20 (2) The superior courts of this state shall appoint as receiver  
21 of property located in this state a person who has been appointed by  
22 a federal or state court located elsewhere as receiver with respect  
23 to the property specifically or with respect to the owner's property  
24 generally, upon the application of the person or of any party to that  
25 foreign proceeding, and following the appointment shall give effect  
26 to orders, judgments, and decrees of the foreign court affecting the  
27 property in this state held by the receiver, unless the court  
28 determines that to do so would be manifestly unjust or inequitable.  
29 The venue of such a proceeding may be any county in which the person  
30 resides or maintains any office, or any county in which any property  
31 over which the receiver is to be appointed is located at the time the  
32 proceeding is commenced.

33 (3) At least seven days' notice of any application for the  
34 appointment of a receiver must be given to the owner of property to  
35 be subject thereto and to all other parties in the action, and to  
36 other parties in interest as the court may require. If any execution  
37 by a judgment creditor under Title 6 RCW or any application by a  
38 judgment creditor for the appointment of a receiver, with respect to  
39 property over which the receiver's appointment is sought, is pending  
40 in any other action at the time the application is made, then notice

1 of the application for the receiver's appointment also must be given  
2 to the judgment creditor in the other action. The court may shorten  
3 or expand the period for notice of an application for the appointment  
4 of a receiver upon good cause shown.

5 (4) The order appointing a receiver in all cases must reasonably  
6 describe the property over which the receiver is to take charge, by  
7 category, individual items, or both if the receiver is to take charge  
8 of less than all of the owner's property. If the order appointing a  
9 receiver does not expressly limit the receiver's authority to  
10 designated property or categories of property of the owner, the  
11 receiver is a general receiver with the authority to take charge over  
12 all of the owner's property, wherever located.

13 (5) The court may condition the appointment of a receiver upon  
14 the giving of security by the person seeking the receiver's  
15 appointment, in such amount as the court may specify, for the payment  
16 of costs and damages incurred or suffered by any person should it  
17 later be determined that the appointment of the receiver was  
18 wrongfully obtained.

19 **Sec. 2.** RCW 64.06.015 and 2011 c 200 s 3 are each amended to  
20 read as follows:

21 (1) In a transaction for the sale of unimproved residential real  
22 property, the seller shall, unless the buyer has expressly waived the  
23 right to receive the disclosure statement under RCW 64.06.010, or  
24 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, either after mutual  
36 acceptance of a written contract to purchase between a buyer and a  
37 seller, or before mutual acceptance of a written contract to purchase  
38 between a buyer and a seller if requested by a prospective buyer.

NOTICE TO THE BUYER

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

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

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

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

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

**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.



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

1  Private or publicly owned water  
2 system  
3  Private well serving only the  
4 property  
5  Other water system  
6  Yes  No  Don't know \*If shared, are there any written  
7 agreements?  
8  Yes  No  Don't know \*(3) Is there an easement (recorded or  
9 unrecorded) for access to and/or  
10 maintenance of the water source?  
11  Yes  No  Don't know \*(4) Are there any problems or repairs  
12 needed?  
13  Yes  No  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  Yes  No  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  Yes  No  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  Yes  No  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?  
30 .....  
31  Yes  No  Don't know (c) If no or don't know, is the water  
32 withdrawn from the water source less  
33 than 5,000 gallons a day?  
34  Yes  No  Don't know \*(8) Are there any defects in the  
35 operation of the water system (e.g.,  
36 pipes, tank, pump, etc.)?  
37 B. Irrigation Water

1  Yes  No  Don't know (1) Are there any irrigation water  
2 rights for the property, such as a water  
3 right permit, certificate, or claim? (If  
4 yes, please attach a copy.)

5  Yes  No  Don't know (a) If yes, has all or any portion of the  
6 water right not been used for five or  
7 more successive years?

8  Yes  No  Don't know (b) If yes, has the water right permit,  
9 certificate, or claim been assigned,  
10 transferred, or changed?

11  Yes  No  Don't know \*(2) Does the property receive  
12 irrigation water from a ditch company,  
13 irrigation district, or other entity? If so,  
14 please identify the entity that supplies  
15 irrigation water to the property:

16 .....

17 C. Outdoor Sprinkler System

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

20  Yes  No  Don't know \*(2) If yes, are there any defects in the  
21 system?

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

24 **3. SEWER/SEPTIC SYSTEM**

25 A. The property is served by:

26  Public sewer system

27  On-site sewage system (including  
28 pipes, tanks, drainfields, and all other  
29 component parts)

30  Other disposal system, please  
31 describe:

32 .....

33  Yes  No  Don't know B. Is the property subject to any sewage  
34 system fees or charges in addition to  
35 those covered in your regularly billed  
36 sewer or on-site sewage system  
37 maintenance service?

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

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?  
.....

**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?  
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**5. FLOODING**

Yes    No    Don't know   A. Is the property located in a government designated flood zone or floodplain?

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**6. SOIL STABILITY**

Yes     No     Don't know    \*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?

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**7. ENVIRONMENTAL**

Yes     No     Don't know    \*A. Have 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?

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

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

Yes     No     Don't know    \*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

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

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

Yes  No  Don't know \*K. Are there any radio towers that cause interference with cellular telephone reception?

**8. HOMEOWNERS'**

**ASSOCIATION/COMMON**

**INTERESTS**

Yes  No  Don't know A. Is there a homeowners' association?  
Name of association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:  
.....

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)?

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Yes    No    Don't know

E. Are there copies of the declaration, the organizational documents, or the rules or regulations of the association that can be provided? (If yes, please attach copies.)

.....  
If the answer to E is "no," please explain:  
.....

**9. OTHER FACTS**

Yes    No    Don't know

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?

.....

Yes    No    Don't know

\*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?

Yes    No    Don't know

\*C. Is the property classified or designated as forestland or open space?

.....

Yes    No    Don't know

D. Do you have a forest management plan? If yes, attach.

Yes    No    Don't know

\*E. Have any development-related permit applications been submitted to any government agencies?

.....

If the answer to E is "yes," what is the status or outcome of those applications?

.....

Yes    No    Don't know

F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

.....

10. 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 BUYER

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

II. BUYER'S ACKNOWLEDGMENT

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



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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, OR UNLESS BUYER RECEIVED THIS DISCLOSURE STATEMENT BEFORE AN AGREEMENT TO PURCHASE, 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.

(3) Upon request of a prospective buyer pursuant to RCW 64.06.030(2), the seller shall deliver to the prospective buyer a completed seller disclosure statement in the same format and that contains the same minimum information as provided in subsection (1) of this section.

**Sec. 3.** RCW 64.06.020 and 2021 c 256 s 3 and 2021 c 25 s 1 are each reenacted and 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

1 to the buyer a completed seller disclosure statement in the following  
2 format and that contains, at a minimum, the following information:

3 INSTRUCTIONS TO THE SELLER

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

15 NOTICE TO THE BUYER

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

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

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

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

1 TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE  
2 BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR  
3 INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A  
4 CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS  
5 OR WARRANTIES.

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

7 **I. SELLER'S DISCLOSURES:**

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

11 **1. TITLE**

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

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

16 (1) First right of refusal

17 (2) Option

18 (3) Lease or rental agreement

19 (4) Life estate?

20  Yes  No  Don't know \*C. Are there any encroachments,  
21 boundary agreements, or boundary  
22 disputes?

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

25  Yes  No  Don't know \*E. Are there any rights-of-way,  
26 easements, or access limitations that  
27 may affect the Buyer's use of the  
28 property?

29  Yes  No  Don't know \*F. Are there any written agreements  
30 for joint maintenance of an easement  
31 or right-of-way?

32  Yes  No  Don't know \*G. Is there any study, survey project,  
33 or notice that would adversely affect  
34 the property?

35  Yes  No  Don't know \*H. Are there any pending or existing  
36 assessments against the property?

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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 recorded against the property?

NOTICE TO THE BUYER:  
Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

**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

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?

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (3) Are there any problems or repairs needed?
2				
3	<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.
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7	<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
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11	<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?
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16	<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?
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24	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?
25				
26				
27				B. Irrigation Water
28	<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?
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32	<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?
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36	<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.)
37				
38				

1  Yes  No  Don't know \*(c) If so, has the water right  
 2 permit, certificate, or claim been  
 3 assigned, transferred, or  
 4 changed?

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

11 C. Outdoor Sprinkler System

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

14  Yes  No  Don't know \*(2) If yes, are there any defects  
 15 in the system?

16  Yes  No  Don't know \*(3) If yes, is the sprinkler  
 17 system connected to irrigation  
 18 water?

19 **3. SEWER/ON-SITE SEWAGE**  
 20 **SYSTEM**

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

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

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

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

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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?

Yes     No     Don't know    G. 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    \*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?  
.....

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE STATEMENT IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, THE SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4. STRUCTURAL OR ITEM 5. SYSTEMS AND FIXTURES

4. STRUCTURAL

[ ] Yes [ ] No [ ] Don't know \*A. Has the roof leaked within the last five years?

[ ] Yes [ ] No [ ] Don't know \*B. Has the basement flooded or leaked?

[ ] Yes [ ] No [ ] Don't know \*C. Have there been any conversions, additions, or remodeling?

[ ] Yes [ ] No [ ] Don't know \*(1) If yes, were all building permits obtained?

[ ] Yes [ ] No [ ] Don't know \*(2) If yes, were all final inspections obtained?

[ ] Yes [ ] No [ ] Don't know D. Do you know the age of the house? If yes, year of original construction:

[ ] Yes [ ] No [ ] Don't know \*E. Has there been any settling, slippage, or sliding of the property or its improvements?

[ ] Yes [ ] No [ ] Don't know \*F. Are there any defects with the following: (If yes, please check applicable items and explain.)

- Foundations Decks Exterior Walls
Chimneys Interior Walls Fire Alarm
Doors Windows Patio
Ceilings Slab Floors Driveways
Pools Hot Tub Sauna
Sidewalks Outbuildings Fireplaces
Garage Floors Walkways Siding
Other Woodstoves Elevators
Incline Elevators Stairway Chair Wheelchair Lifts

Lifts

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

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

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





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Yes     No     Don't know    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?

Yes     No     Don't know    D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?

Yes     No     Don't know    E. Is the property equipped with carbon monoxide alarms?  
  
(Note: Pursuant to RCW 19.27.530, seller must equip the residence with carbon monoxide alarms as required by the state building code.)

Yes     No     Don't know    F. Is the property equipped with smoke detection devices?  
  
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)

Yes     No     Don't know    G. Does the property currently have internet service?  
  
 Don't know    Provider . . . . .

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

1                         Yes     No     Don't know    A. Is there a Homeowners'  
2 Association? Name of Association and  
3 contact information for an officer,  
4 director, employee, or other authorized  
5 agent, if any, who may provide the  
6 association's financial statements,  
7 minutes, bylaws, fining policy, and  
8 other information that is not publicly  
9 available:

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

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

16                       Yes     No     Don't know    \*D. Are there any shared "common  
17 areas" or any joint maintenance  
18 agreements (facilities such as walls,  
19 fences, landscaping, pools, tennis  
20 courts, walkways, or other areas co-  
21 owned in undivided interest with  
22 others)?

23                       Yes     No     Don't know    E. Are there copies of the declaration,  
24 the organizational documents, or the  
25 rules or regulations of the association  
26 that can be provided? (If yes, please  
27 attach copies.)

28 .....  
29 If the answer to E is "no," please  
30 explain:  
31 .....

**7. ENVIRONMENTAL**

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33                       Yes     No     Don't know    \*A. Have there been any flooding,  
34 standing water, or drainage problems  
35 on the property that affect the property  
36 or access to the property?

37                       Yes     No     Don't know    \*B. Does any part of the property  
38 contain fill dirt, waste, or other fill  
39 material?

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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?

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

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

Yes     No     Don't know    \*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?

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

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

Yes     No     Don't know    \*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

**8. MANUFACTURED AND MOBILE HOMES**

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: . . . . .

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Yes     No     Don't know    \*B. Did any previous owner make any alterations to the home?

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.

- 1 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2),
- 2 real estate licensees are not liable for inaccurate
- 3 information provided by Seller, except to the extent that
- 4 real estate licensees know of such inaccurate information.
- 5 D. This information is for disclosure only and is not intended
- 6 to be a part of the written agreement between the Buyer
- 7 and Seller.
- 8 E. Buyer (which term includes all persons signing the
- 9 "Buyer's acceptance" portion of this disclosure statement
- 10 below) has received a copy of this Disclosure Statement
- 11 (including attachments, if any) bearing Seller's signature.

12 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY  
 13 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME  
 14 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER  
 15 OTHERWISE AGREE IN WRITING, OR UNLESS BUYER RECEIVED THIS DISCLOSURE  
 16 STATEMENT BEFORE AN AGREEMENT TO PURCHASE, BUYER SHALL HAVE THREE  
 17 BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS  
 18 DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A  
 19 SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR  
 20 SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER  
 21 THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

26 DATE . . . . . BUYER . . . . . BUYER. . . . .

27 (2) If the disclosure statement is being completed for new  
 28 construction which has never been occupied, the disclosure statement  
 29 is not required to contain and the seller is not required to complete  
 30 the questions listed in item 4. Structural or item 5. Systems and  
 31 Fixtures.

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

1 (4) Upon request of a prospective buyer pursuant to RCW  
2 64.06.030(2), the seller shall deliver to the prospective buyer a  
3 completed seller disclosure statement in the same format and that  
4 contains the same minimum information as provided in subsection (1)  
5 of this section.

6 **Sec. 4.** RCW 64.06.030 and 1996 c 301 s 3 are each amended to  
7 read as follows:

8 (1) Unless the buyer has expressly waived the right to receive  
9 the disclosure statement, or unless the buyer received a disclosure  
10 statement before mutual acceptance of a written agreement between the  
11 buyer and the seller for the purchase and sale of residential real  
12 property pursuant to subsection (2) of this section, not later than  
13 five business days or as otherwise agreed to, after mutual acceptance  
14 of a written agreement between a buyer and a seller for the purchase  
15 and sale of residential real property, the seller shall deliver to  
16 the buyer a completed, signed, and dated real property transfer  
17 disclosure statement. Within three business days, or as otherwise  
18 agreed to, of receipt of the real property transfer disclosure  
19 statement, the buyer shall have the right to exercise one of the  
20 following two options: (1) Approving and accepting the real property  
21 transfer disclosure statement; or (2) rescinding the agreement for  
22 the purchase and sale of the property, which decision may be made by  
23 the buyer in the buyer's sole discretion. If the buyer elects to  
24 rescind the agreement, the buyer must deliver written notice of  
25 rescission to the seller within the (~~three-business-day~~) three  
26 business day period, or as otherwise agreed to, and upon delivery of  
27 the written rescission notice the buyer shall be entitled to  
28 immediate return of all deposits and other considerations less any  
29 agreed disbursements paid to the seller, or to the seller's agent or  
30 an escrow agent for the seller's account, and the agreement for  
31 purchase and sale shall be void. If the buyer does not deliver a  
32 written recision notice to (~~the~~) the seller within the (~~three-~~  
33 business-day) three business day period, or as otherwise agreed to,  
34 the real property transfer disclosure statement will be deemed  
35 approved and accepted by the buyer.

36 (2) A prospective buyer may request from the seller a disclosure  
37 statement before mutual acceptance of a written agreement between the  
38 buyer and the seller for the purchase and sale of residential real  
39 property. The seller shall deliver to the prospective buyer a

1 completed, signed, and dated real property transfer disclosure  
2 statement within five business days or as otherwise agreed to. The  
3 prospective buyer's receipt of the disclosure statement satisfies a  
4 seller's duty to provide a real property transfer disclosure  
5 statement under subsection (1) of this section.

6 **Sec. 5.** RCW 64.06.040 and 2010 c 64 s 5 are each amended to read  
7 as follows:

8 (1) (~~¶~~) Except as provided in subsection (5) of this section,  
9 if, after the date that a seller of real property completes a real  
10 property transfer disclosure statement, the seller learns from a  
11 source other than the buyer or others acting on the buyer's behalf  
12 such as an inspector of additional information or an adverse change  
13 which makes any of the disclosures made inaccurate, the seller shall  
14 amend the real property transfer disclosure statement, and deliver  
15 the amendment to the buyer. No amendment shall be required, however,  
16 if the seller takes whatever corrective action is necessary so that  
17 the accuracy of the disclosure is restored, or the adverse change is  
18 corrected, at least three business days prior to the closing date.  
19 Unless the corrective action is completed by the seller prior to the  
20 closing date, the buyer shall have the right to exercise one of the  
21 following two options: (a) Approving and accepting the amendment, or  
22 (b) rescinding the agreement of purchase and sale of the property  
23 within three business days after receiving the amended real property  
24 transfer disclosure statement. Acceptance or rescission shall be  
25 subject to the same procedures described in RCW 64.06.030 (1). If the  
26 closing date provided in the purchase and sale agreement is scheduled  
27 to occur within the (~~three-business-day~~) three business day  
28 rescission period provided for in this section, the closing date  
29 shall be extended until the expiration of the (~~three-business-day~~)  
30 three business day rescission period. The buyer shall have no right  
31 of rescission if the seller takes whatever action is necessary so  
32 that the accuracy of the disclosure is restored at least three  
33 business days prior to the closing date.

34 (2) In the event any act, occurrence, or agreement arising or  
35 becoming known after the closing of a real property transfer causes a  
36 real property transfer disclosure statement to be inaccurate in any  
37 way, the seller of such property shall have no obligation to amend  
38 the disclosure statement, and the buyer shall not have the right to  
39 rescind the transaction under this chapter.



1 (3) If the seller in a real property transfer fails or refuses to  
2 provide to the prospective buyer a real property transfer disclosure  
3 statement as required under this chapter, the prospective buyer's  
4 right of rescission under this section shall apply until the earlier  
5 of three business days after receipt of the real property transfer  
6 disclosure statement or the date the transfer has closed, unless the  
7 buyer has otherwise waived the right of rescission in writing or  
8 received a disclosure statement before mutual acceptance of a written  
9 agreement between the buyer and the seller for the purchase and sale  
10 of residential real property pursuant to RCW 64.06.030. Closing is  
11 deemed to occur when the buyer has paid the purchase price, or down  
12 payment, and the conveyance document, including a deed or real estate  
13 contract, from the seller has been delivered and recorded. After  
14 closing, the seller's obligation to deliver the real property  
15 transfer disclosure statement and the buyer's rights and remedies  
16 under this chapter shall terminate.

17 (4) Failure of a homeowners' association or its officers,  
18 directors, employees, or authorized agents to provide requested  
19 information in part 8 of the disclosure statement form in RCW  
20 64.06.015 or part 6 of the disclosure statement form in RCW 64.06.020  
21 (~~does not constitute~~) constitutes a seller's failure or refusal to  
22 provide a real property transfer disclosure statement under  
23 subsection (3) of this section.

24 (5) If, after the date that a seller of real property completes a  
25 real property transfer disclosure statement before mutual acceptance  
26 of a written agreement between a prospective buyer and seller for the  
27 purchase and sale of residential real property, the seller learns  
28 from a source other than the prospective buyer or others acting on  
29 the prospective buyer's behalf such as an inspector of additional  
30 information or an adverse change that makes any of the disclosures  
31 made inaccurate, the seller shall amend the real property transfer  
32 disclosure statement and deliver the amendment to the prospective  
33 buyer. No amendment shall be required under this subsection, however,  
34 if the seller takes whatever corrective action is necessary so that  
35 the accuracy of the disclosure is restored, or the adverse change is  
36 corrected, by the time a prospective buyer and seller enter into a  
37 written agreement for the purchase and sale of residential property,  
38 or if 30 days have passed since the seller disclosure form was  
39 delivered to the prospective buyer and there has been no contact from  
40 the prospective buyer.

1       **Sec. 6.** RCW 64.32.010 and 2021 c 227 s 1 are each reenacted and  
2 amended to read as follows:

3       As used in this chapter unless the context otherwise requires:

4       (1) "Apartment" means a part of the property intended for any  
5 type of independent use, including one or more rooms or spaces  
6 located on one or more floors (or part or parts thereof) in a  
7 building, or if not in a building, a separately delineated place of  
8 storage or moorage of a boat, plane, or motor vehicle, regardless of  
9 whether it is destined for a residence, an office, storage or moorage  
10 of a boat, plane, or motor vehicle, the operation of any industry or  
11 business, or for any other use not prohibited by law, and which has a  
12 direct exit to a public street or highway, or to a common area  
13 leading to such street or highway. The boundaries of an apartment  
14 located in a building are the interior surfaces of the perimeter  
15 walls, floors, ceilings, windows and doors thereof, and the apartment  
16 includes both the portions of the building so described and the air  
17 space so encompassed. If the apartment is a separately delineated  
18 place of storage or moorage of a boat, plane, or motor vehicle the  
19 boundaries are those specified in the declaration. In interpreting  
20 declarations, deeds, and plans, the existing physical boundaries of  
21 the apartment as originally constructed or as reconstructed in  
22 substantial accordance with the original plans thereof shall be  
23 conclusively presumed to be its boundaries rather than the metes and  
24 bounds expressed or depicted in the declaration, deed or plan,  
25 regardless of settling or lateral movement of the building and  
26 regardless of minor variance between boundaries shown in the  
27 declaration, deed, or plan and those of apartments in the building.

28       (2) "Apartment number" means the number, letter, or combination  
29 thereof, designating the apartment in the declaration as duly  
30 recorded or as it may be lawfully amended.

31       (3) "Apartment owner" means the person or persons owning an  
32 apartment, as herein defined, in fee simple absolute or qualified, by  
33 way of leasehold or by way of a periodic estate, or in any other  
34 manner in which real property may be owned, leased or possessed in  
35 this state, together with an undivided interest in a like estate of  
36 the common areas and facilities in the percentage specified and  
37 established in the declaration as duly recorded or as it may be  
38 lawfully amended.

39       (4) "Association of apartment owners" means all of the apartment  
40 owners acting as a group in accordance with the bylaws and with the

1 declaration as it is duly recorded or as they may be lawfully  
2 amended.

3 (5) "Building" means a building, containing two or more  
4 apartments, or two or more buildings each containing one or more  
5 apartments, and comprising a part of the property.

6 (6) "Common areas and facilities", unless otherwise provided in  
7 the declaration as duly recorded or as it may be lawfully amended,  
8 includes:

9 (a) The land on which the building is located;

10 (b) The foundations, columns, girders, beams, supports, main  
11 walls, roofs, halls, corridors, (~~lobbys~~) lobbies, stairs,  
12 stairways, fire escapes, and entrances and exits of the building;

13 (c) The basements, yards, gardens, parking areas and storage  
14 spaces;

15 (d) The premises for the lodging of janitors or persons in charge  
16 of the property;

17 (e) The installations of central services such as power, light,  
18 gas, hot and cold water, heating, refrigeration, air conditioning and  
19 incinerating;

20 (f) The elevators, tanks, pumps, motors, fans, compressors, ducts  
21 and in general all apparatus and installations existing for common  
22 use;

23 (g) Such community and commercial facilities as may be provided  
24 for in the declaration as duly recorded or as it may be lawfully  
25 amended;

26 (h) All other parts of the property necessary or convenient to  
27 its existence, maintenance and safety, or normally in common use.

28 (7) "Common expenses" include:

29 (a) All sums lawfully assessed against the apartment owners by  
30 the association of apartment owners;

31 (b) Expenses of administration, maintenance, repair, or  
32 replacement of the common areas and facilities;

33 (c) Expenses agreed upon as common expenses by the association of  
34 apartment owners;

35 (d) Expenses declared common expenses by the provisions of this  
36 chapter, or by the declaration as it is duly recorded, or by the  
37 bylaws, or as they may be lawfully amended.

38 (8) "Common profits" means the balance of all income, rents,  
39 profits and revenues from the common areas and facilities remaining  
40 after the deduction of the common expenses.

1 (9) "Declaration" means the instrument by which the property is  
2 submitted to provisions of this chapter, as hereinafter provided, and  
3 as it may be, from time to time, lawfully amended.

4 (10) "Electronic transmission" or "electronically transmitted"  
5 means any electronic communication not directly involving the  
6 physical transfer of a writing in a tangible medium, but that may be  
7 retained, retrieved, and reviewed by the sender and the recipient of  
8 the communication, and that may be directly reproduced in a tangible  
9 medium by a sender and recipient.

10 (11) "Governing documents" means the organizational documents,  
11 declaration, rules, or other written instrument by which the  
12 association of apartment owners has the authority to exercise any of  
13 the powers provided for in this chapter or to manage, maintain, or  
14 otherwise affect the property under its jurisdiction.

15 (12) "Land" means the material of the earth, whatever may be the  
16 ingredients of which it is composed, whether soil, rock, or other  
17 substance, whether or not submerged, and includes free or occupied  
18 space for an indefinite distance upwards as well as downwards,  
19 subject to limitations upon the use of airspace imposed, and rights  
20 in the use of the airspace granted, by the laws of this state or of  
21 the United States.

22 (~~(12)~~) (13) "Limited common areas and facilities" includes  
23 those common areas and facilities designated in the declaration, as  
24 it is duly recorded or as it may be lawfully amended, as reserved for  
25 use of certain apartment or apartments to the exclusion of the other  
26 apartments.

27 (~~(13)~~) (14) "Majority" or "majority of apartment owners" means  
28 the apartment owners with (~~(fifty-one)~~) 51 percent or more of the  
29 votes in accordance with the percentages assigned in the declaration,  
30 as duly recorded or as it may be lawfully amended, to the apartments  
31 for voting purposes.

32 (~~(14)~~) (15) "Organizational documents" means the instruments  
33 filed with the secretary of state to create an entity and the  
34 instruments governing the internal affairs of the entity including,  
35 but not limited to, any articles of incorporation, certificate of  
36 formation, bylaws, and limited liability company or partnership  
37 agreement.

38 (16) "Percent of the apartment owners" means the apartment owners  
39 with the stated percent or more of the votes in accordance with the

1 percentages assigned in the declaration, as duly recorded or as it  
2 may be lawfully amended, to the apartments for voting purposes.

3 ~~((15))~~ (17) "Person" includes any individual, corporation,  
4 partnership, association, trustee, or other legal entity.

5 ~~((16))~~ (18) "Property" means the land, the building, all  
6 improvements and structures thereon, all owned in fee simple absolute  
7 or qualified, by way of leasehold or by way of a periodic estate, or  
8 in any other manner in which real property may be owned, leased or  
9 possessed in this state, and all easements, rights and appurtenances  
10 belonging thereto, none of which shall be considered as a security or  
11 security interest, and all articles of personalty intended for use in  
12 connection therewith, which have been or are intended to be submitted  
13 to the provisions of this chapter.

14 ~~((17))~~ (19) "Record," when used as a noun, means information  
15 inscribed on a tangible medium or contained in an electronic  
16 transmission.

17 (20) "Rule" means a policy, guideline, restriction, procedure, or  
18 regulation of an association of apartment owners, however  
19 denominated, that is not set forth in the declaration or  
20 organizational documents and governs the conduct of persons or the  
21 use or appearance of property.

22 (21) "Tangible medium" means a writing, copy of a writing,  
23 facsimile, or a physical reproduction, each on paper or on other  
24 tangible material.

25 **Sec. 7.** RCW 64.32.170 and 1965 ex.s. c 11 s 5 are each amended  
26 to read as follows:

27 (1) The manager or board of directors, as the case may be, shall  
28 keep complete and accurate books and records of the receipts and  
29 expenditures affecting the common areas and facilities, specifying  
30 and itemizing the maintenance and repair expenses of the common areas  
31 and facilities and any other expenses incurred. Such books and  
32 records and the vouchers authorizing payments shall be available for  
33 examination by the apartment owners, their agents or attorneys, at  
34 any reasonable time or times. All books and records shall be kept in  
35 accordance with good accounting procedures and be audited at least  
36 once a year by an auditor outside of the organization.

37 (2) (a) The association of apartment owners must retain the  
38 following:

1 (i) A complete and accurate list of apartment owners, including  
2 the names of current apartment owners, listed telephone numbers,  
3 addresses, and email addresses used by the association to communicate  
4 with them, and the number of votes allocated to each apartment;

5 (ii) A complete and accurate list of the names, listed telephone  
6 numbers, addresses, and email addresses of its current board of  
7 directors and officers; and

8 (iii) Its original or restated declaration, organizational  
9 documents, all amendments to the declaration and organizational  
10 documents, and all rules currently in effect, including information  
11 regarding assessments.

12 (b) Subject to (e) and (f) of this subsection, all records  
13 required to be retained by an association under this subsection must  
14 be made available for examination and copying to all apartment  
15 owners, holders of mortgages on the apartments, and their respective  
16 authorized agents as follows, unless agreed otherwise:

17 (i) During reasonable business hours or at a mutually convenient  
18 time and location; and

19 (ii) At the offices of the association or its managing agent.

20 (c) Information retained pursuant to (a)(iii) of this subsection  
21 must be accessible on the association's website, if any.

22 (d)(i) A right to copy records under this subsection includes the  
23 right to receive copies by photocopying or other means, including  
24 through an electronic transmission if available upon request by the  
25 apartment owner.

26 (ii) The association must prioritize providing copies of records  
27 through an electronic transmission to an apartment owner's email  
28 address if available upon request by the apartment owner.

29 (e) Records retained by an association under this subsection may  
30 be withheld from inspection and copying to the extent that they  
31 concern:

32 (i) The unlisted telephone number of any apartment owner;

33 (ii) The email address of an apartment owner upon request of the  
34 apartment owner to the association;

35 (iii) Information the disclosure of which would violate a court  
36 order or law; or

37 (iv) Agreements that for good cause prohibit disclosure.

38 (f)(i) The association may charge the actual cost for producing  
39 and providing physical copies of any records under this subsection  
40 and for supervising the apartment owner's inspection.

1 (ii) The association may not charge any costs for providing  
2 copies of any records under this subsection through an electronic  
3 transmission.

4 (g) Information provided pursuant to this subsection may not be  
5 used for commercial purposes.

6 **Sec. 8.** RCW 64.32.200 and 2021 c 222 s 4 are each amended to  
7 read as follows:

8 (1) The declaration may provide for the collection of all sums  
9 assessed by the association of apartment owners for the share of the  
10 common expenses chargeable to any apartment and the collection may be  
11 enforced in any manner provided in the declaration including, but not  
12 limited to, (a) ~~((ten))~~ 10 days notice shall be given the delinquent  
13 apartment owner to the effect that unless such assessment is paid  
14 within ~~((ten))~~ 10 days any or all utility services will be forthwith  
15 severed and shall remain severed until such assessment is paid, or  
16 (b) collection of such assessment may be made by such lawful method  
17 of enforcement, judicial or extra-judicial, as may be provided in the  
18 declaration and/or bylaws, except for nonjudicial foreclosure in the  
19 manner set forth under chapter 61.24 RCW for nonjudicial foreclosure  
20 of deeds of trust.

21 (2) All sums assessed by the association of apartment owners but  
22 unpaid for the share of the common expenses chargeable to any  
23 apartment shall constitute a lien on such apartment prior to all  
24 other liens except only (a) tax liens on the apartment in favor of  
25 any assessing unit and/or special district, and (b) all sums unpaid  
26 on all mortgages of record. Such lien is not subject to the ban  
27 against execution or forced sales of homesteads under RCW 6.13.080  
28 and, subject to the provisions in subsection (4) of this section, may  
29 be foreclosed ~~((by suit))~~ judicially in the manner set forth in  
30 chapter 61.12 RCW by the manager or board of directors, acting on  
31 behalf of the apartment owners, in like manner as a mortgage of real  
32 property. In any such foreclosure the apartment owner shall be  
33 required to pay a reasonable rental for the apartment, if so provided  
34 in the bylaws, and the plaintiff in such foreclosures shall be  
35 entitled to the appointment of a receiver to collect the same. The  
36 manager or board of directors, acting on behalf of the apartment  
37 owners, shall have power, unless prohibited by the declaration, to  
38 bid on the apartment at foreclosure sale, and to acquire and hold,  
39 lease, mortgage, and convey the same. Upon an express waiver in the

1 complaint of any right to a deficiency judgment, the period of  
2 redemption shall be eight months after the sale. Suit to recover any  
3 judgment for any unpaid common expenses shall be maintainable without  
4 foreclosing or waiving the liens securing the same.

5 (3) Where the mortgagee of a mortgage of record or other  
6 purchaser of an apartment obtains possession of the apartment as a  
7 result of foreclosure of the mortgage, such possessor, his or her  
8 successors and assigns shall not be liable for the share of the  
9 common expenses or assessments by the association of apartment owners  
10 chargeable to such apartment which became due prior to such  
11 possession. Such unpaid share of common expenses of assessments shall  
12 be deemed to be common expenses collectible from all of the apartment  
13 owners including such possessor, his or her successors and assigns.

14 (4) An association, or the manager or board of directors on its  
15 behalf, may not commence an action to foreclose a lien on an  
16 apartment under this section unless:

17 (a) The apartment owner, at the time the action is commenced,  
18 owes at least a sum equal to the greater of:

19 (i) Three months or more of assessments, not including fines,  
20 late charges, interest, attorneys' fees, or costs incurred by the  
21 association in connection with the collection of a delinquent owner's  
22 account; or

23 (ii) \$200 of assessments, not including fines, late charges,  
24 interest, attorneys' fees, or costs incurred by the association in  
25 connection with the collection of a delinquent owner's account;

26 (b) At or after the date that assessments have become past due  
27 for at least 90 days, the association has mailed, by first-class  
28 mail, to the owner, at the apartment address and to any other address  
29 which the owner has provided to the association, a notice of  
30 delinquency, which shall state as follows:

31 **THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS**

32 **FROM THE APARTMENT OWNERS' ASSOCIATION TO WHICH YOUR HOME BELONGS.**

33 **THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING**  
34 **YOUR HOME.**

35 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**  
36 **to assess your situation and refer you to mediation if you might**  
37 **benefit. DO NOT DELAY.**

38 **BE CAREFUL** of people who claim they can help you. There are many  
39 individuals and businesses that prey upon borrowers in distress.



1 **REFER TO THE CONTACTS BELOW** for sources of assistance.

2 **SEEKING ASSISTANCE**

3 Housing counselors and legal assistance may be available at  
4 little or no cost to you. If you would like assistance in determining  
5 your rights and opportunities to keep your house, you may contact the  
6 following:

7 The statewide foreclosure hotline for assistance and referral to  
8 housing counselors recommended by the Housing Finance Commission

9 Telephone: . . . . . Website: . . . . .

10 The United States Department of Housing and Urban Development

11 Telephone: . . . . . Website: . . . . .

12 The statewide civil legal aid hotline for assistance and  
13 referrals to other housing counselors and attorneys

14 Telephone: . . . . . Website: . . . . .

15 The association shall obtain the toll-free numbers and website  
16 information from the department of commerce for inclusion in the  
17 notice;

18 (c) At least 90 days have elapsed from the date the minimum  
19 amount required in (a) of this subsection has accrued; and

20 (d) The board approves commencement of a foreclosure action  
21 specifically against that apartment.

22 (5) Every aspect of a collection, foreclosure, sale, or other  
23 conveyance under this section, including the method, advertising,  
24 time, date, place, and terms, must be commercially reasonable.

25 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.32  
26 RCW to read as follows:

27 (1) The attorney general may issue a cease and desist letter to  
28 any association of apartment owners or agent of an association of  
29 apartment owners to restrain and prevent a pattern of failure to  
30 follow the requirements of this chapter. If the recipient of a cease  
31 and desist letter does not comply within five calendar days of  
32 receipt of the letter, the attorney general may file an action in  
33 superior court at any time thereafter to enforce the cease and desist  
34 letter. If the court finds that the association of apartment owners  
35 or agent of an association of apartment owners violated this chapter  
36 and failed to comply with a cease and desist letter, the court shall  
37 enjoin the association of apartment owners or agent of the  
38 association of apartment owners from engaging in conduct that

1 violates this chapter and shall impose a civil penalty of not more  
2 than \$5,000 per violation of the cease and desist letter. In any  
3 successful action to enforce a cease and desist letter under this  
4 chapter, the court shall award the attorney general the costs of  
5 bringing the action, including reasonable investigative costs and  
6 reasonable attorneys' fees. The remedies under this subsection are in  
7 addition to any other remedies a court may order under subsection (2)  
8 of this section.

9 (2) The legislature finds that the practices covered by this  
10 chapter are matters vitally affecting the public interest for the  
11 purpose of applying the consumer protection act, chapter 19.86 RCW. A  
12 pattern of violations of this chapter by an association of apartment  
13 owners or an agent of an association of apartment owners, evidenced  
14 by the issuance of two or more cease and desist letters pursuant to  
15 subsection (1) of this section, is not reasonable in relation to the  
16 development and preservation of business and is an unfair or  
17 deceptive act in trade or commerce and an unfair method of  
18 competition for purposes of applying the consumer protection act,  
19 chapter 19.86 RCW.

20 (3) Remedies provided by chapter 19.86 RCW are cumulative and not  
21 exclusive.

22 **Sec. 10.** RCW 64.34.020 and 2021 c 227 s 4 are each reenacted and  
23 amended to read as follows:

24 In the declaration and bylaws, unless specifically provided  
25 otherwise or the context requires otherwise, and in this chapter:

26 (1) "Affiliate" means any person who controls, is controlled by,  
27 or is under common control with the referenced person. A person  
28 "controls" another person if the person: (a) Is a general partner,  
29 officer, director, or employer of the referenced person; (b) directly  
30 or indirectly or acting in concert with one or more other persons, or  
31 through one or more subsidiaries, owns, controls, holds with power to  
32 vote, or holds proxies representing, more than twenty percent of the  
33 voting interest in the referenced person; (c) controls in any manner  
34 the election of a majority of the directors of the referenced person;  
35 or (d) has contributed more than twenty percent of the capital of the  
36 referenced person. A person "is controlled by" another person if the  
37 other person: (i) Is a general partner, officer, director, or  
38 employer of the person; (ii) directly or indirectly or acting in  
39 concert with one or more other persons, or through one or more

1 subsidiaries, owns, controls, holds with power to vote, or holds  
2 proxies representing, more than (~~twenty~~) 20 percent of the voting  
3 interest in the person; (iii) controls in any manner the election of  
4 a majority of the directors of the person; or (iv) has contributed  
5 more than (~~twenty~~) 20 percent of the capital of the person. Control  
6 does not exist if the powers described in this subsection are held  
7 solely as security for an obligation and are not exercised.

8 (2) "Allocated interests" means the undivided interest in the  
9 common elements, the common expense liability, and votes in the  
10 association allocated to each unit.

11 (3) "Assessment" means all sums chargeable by the association  
12 against a unit including, without limitation: (a) Regular and special  
13 assessments for common expenses, charges, and fines imposed by the  
14 association; (b) interest and late charges on any delinquent account;  
15 and (c) costs of collection, including reasonable attorneys' fees,  
16 incurred by the association in connection with the collection of a  
17 delinquent owner's account.

18 (4) "Association" or "unit owners' association" means the unit  
19 owners' association organized under RCW 64.34.300.

20 (5) "Baseline funding plan" means establishing a reserve funding  
21 goal of maintaining a reserve account balance above (~~zero-dollars~~)  
22 \$0 throughout the (~~thirty-year~~) 30-year study period described  
23 under RCW 64.34.380.

24 (6) "Board of directors" means the body, regardless of name, with  
25 primary authority to manage the affairs of the association.

26 (7) "Common elements" means all portions of a condominium other  
27 than the units.

28 (8) "Common expense liability" means the liability for common  
29 expenses allocated to each unit pursuant to RCW 64.34.224.

30 (9) "Common expenses" means expenditures made by or financial  
31 liabilities of the association, together with any allocations to  
32 reserves.

33 (10) "Condominium" means real property, portions of which are  
34 designated for separate ownership and the remainder of which is  
35 designated for common ownership solely by the owners of those  
36 portions. Real property is not a condominium unless the undivided  
37 interests in the common elements are vested in the unit owners, and  
38 unless a declaration and a survey map and plans have been recorded  
39 pursuant to this chapter.

1 (11) "Contribution rate" means, in a reserve study as described  
2 in RCW 64.34.380, the amount contributed to the reserve account so  
3 that the association will have cash reserves to pay major  
4 maintenance, repair, or replacement costs without the need of a  
5 special assessment.

6 (12) "Conversion condominium" means a condominium (a) that at any  
7 time before creation of the condominium was lawfully occupied wholly  
8 or partially by a tenant or subtenant for residential purposes  
9 pursuant to a rental agreement, oral or written, express or implied,  
10 for which the tenant or subtenant had not received the notice  
11 described in (b) of this subsection; or (b) that, at any time within  
12 twelve months before the conveyance of, or acceptance of an agreement  
13 to convey, any unit therein other than to a declarant or any  
14 affiliate of a declarant, was lawfully occupied wholly or partially  
15 by a residential tenant of a declarant or an affiliate of a declarant  
16 and such tenant was not notified in writing, prior to lawfully  
17 occupying a unit or executing a rental agreement, whichever event  
18 first occurs, that the unit was part of a condominium and subject to  
19 sale. "Conversion condominium" shall not include a condominium in  
20 which, before July 1, 1990, any unit therein had been conveyed or  
21 been made subject to an agreement to convey to any transferee other  
22 than a declarant or an affiliate of a declarant.

23 (13) "Conveyance" means any transfer of the ownership of a unit,  
24 including a transfer by deed or by real estate contract and, with  
25 respect to a unit in a leasehold condominium, a transfer by lease or  
26 assignment thereof, but shall not include a transfer solely for  
27 security.

28 (14) "Dealer" means a person who, together with such person's  
29 affiliates, owns or has a right to acquire either six or more units  
30 in a condominium or (~~fifty~~) 50 percent or more of the units in a  
31 condominium containing more than two units.

32 (15) "Declarant" means:

33 (a) Any person who executes as declarant a declaration as defined  
34 in subsection (17) of this section; or

35 (b) Any person who reserves any special declarant right in the  
36 declaration; or

37 (c) Any person who exercises special declarant rights or to whom  
38 special declarant rights are transferred; or

39 (d) Any person who is the owner of a fee interest in the real  
40 property which is subjected to the declaration at the time of the

1 recording of an instrument pursuant to RCW 64.34.316 and who directly  
2 or through one or more affiliates is materially involved in the  
3 construction, marketing, or sale of units in the condominium created  
4 by the recording of the instrument.

5 (16) "Declarant control" means the right of the declarant or  
6 persons designated by the declarant to appoint and remove officers  
7 and members of the board of directors, or to veto or approve a  
8 proposed action of the board or association, pursuant to RCW  
9 64.34.308 (5) or (6).

10 (17) "Declaration" means the document, however denominated, that  
11 creates a condominium by setting forth the information required by  
12 RCW 64.34.216 and any amendments to that document.

13 (18) "Development rights" means any right or combination of  
14 rights reserved by a declarant in the declaration to: (a) Add real  
15 property or improvements to a condominium; (b) create units, common  
16 elements, or limited common elements within real property included or  
17 added to a condominium; (c) subdivide units or convert units into  
18 common elements; (d) withdraw real property from a condominium; or  
19 (e) reallocate limited common elements with respect to units that  
20 have not been conveyed by the declarant.

21 (19) "Dispose" or "disposition" means a voluntary transfer or  
22 conveyance to a purchaser or lessee of any legal or equitable  
23 interest in a unit, but does not include the transfer or release of a  
24 security interest.

25 (20) "Effective age" means the difference between the estimated  
26 useful life and remaining useful life.

27 (21) "Electronic transmission" or "electronically transmitted"  
28 means any electronic communication not directly involving the  
29 physical transfer of a writing in a tangible medium, but that may be  
30 retained, retrieved, and reviewed by the sender and the recipient of  
31 the communication, and that may be directly reproduced in a tangible  
32 medium by a sender and recipient.

33 (22) "Eligible mortgagee" means the holder of a mortgage on a  
34 unit that has filed with the secretary of the association a written  
35 request that it be given copies of notices of any action by the  
36 association that requires the consent of mortgagees.

37 (23) "Foreclosure" means a forfeiture or judicial or nonjudicial  
38 foreclosure of a mortgage or a deed in lieu thereof.

39 (24) "Full funding plan" means setting a reserve funding goal of  
40 achieving (~~one hundred~~) 100 percent fully funded reserves by the

1 end of the (~~thirty-year~~) 30-year study period described under RCW  
2 64.34.380, in which the reserve account balance equals the sum of the  
3 deteriorated portion of all reserve components.

4 (25) "Fully funded balance" means the current value of the  
5 deteriorated portion, not the total replacement value, of all the  
6 reserve components. The fully funded balance for each reserve  
7 component is calculated by multiplying the current replacement cost  
8 of that reserve component by its effective age, then dividing the  
9 result by that reserve component's useful life. The sum total of all  
10 reserve components' fully funded balances is the association's fully  
11 funded balance.

12 (26) "Governing documents" means the organizational documents,  
13 declaration, rules, or other written instruments by which the  
14 association has the authority to exercise any of the powers provided  
15 for in this chapter or to manage, maintain, or otherwise affect the  
16 property under its jurisdiction.

17 (27) "Identifying number" means the designation of each unit in a  
18 condominium.

19 (~~(27)~~) (28) "Leasehold condominium" means a condominium in  
20 which all or a portion of the real property is subject to a lease,  
21 the expiration or termination of which will terminate the condominium  
22 or reduce its size.

23 (~~(28)~~) (29) "Limited common element" means a portion of the  
24 common elements allocated by the declaration or by operation of RCW  
25 64.34.204 (2) or (4) for the exclusive use of one or more but fewer  
26 than all of the units.

27 (~~(29)~~) (30) "Master association" means an organization  
28 described in RCW 64.34.276, whether or not it is also an association  
29 described in RCW 64.34.300.

30 (~~(30)~~) (31) "Mortgage" means a mortgage, deed of trust or real  
31 estate contract.

32 (~~(31)~~) (32) "Organizational documents" means the instruments  
33 filed with the secretary of state to create an entity and the  
34 instruments governing the internal affairs of the entity including,  
35 but not limited to, any articles of incorporation, certificate of  
36 formation, bylaws, and limited liability company or partnership  
37 agreement.

38 (33) "Person" means a natural person, corporation, partnership,  
39 limited partnership, trust, governmental subdivision or agency, or  
40 other legal entity.

1       (~~(32)~~) (34) "Purchaser" means any person, other than a  
2 declarant or a dealer, who by means of a disposition acquires a legal  
3 or equitable interest in a unit other than (a) a leasehold interest,  
4 including renewal options, of less than (~~(twenty)~~) 20 years at the  
5 time of creation of the unit, or (b) as security for an obligation.

6       (~~(33)~~) (35) "Real property" means any fee, leasehold or other  
7 estate or interest in, over, or under land, including structures,  
8 fixtures, and other improvements thereon and easements, rights and  
9 interests appurtenant thereto which by custom, usage, or law pass  
10 with a conveyance of land although not described in the contract of  
11 sale or instrument of conveyance. "Real property" includes parcels,  
12 with or without upper or lower boundaries, and spaces that may be  
13 filled with air or water.

14       (~~(34)~~) (36) "Record," when used as a noun, means information  
15 inscribed on a tangible medium or contained in an electronic  
16 transmission.

17       (37) "Remaining useful life" means the estimated time, in years,  
18 before a reserve component will require major maintenance, repair, or  
19 replacement to perform its intended function.

20       (~~(35)~~) (38) "Replacement cost" means the current cost of  
21 replacing, repairing, or restoring a reserve component to its  
22 original functional condition.

23       (~~(36)~~) (39) "Reserve component" means a common element whose  
24 cost of maintenance, repair, or replacement is infrequent,  
25 significant, and impractical to include in an annual budget.

26       (~~(37)~~) (40) "Reserve study professional" means an independent  
27 person who is suitably qualified by knowledge, skill, experience,  
28 training, or education to prepare a reserve study in accordance with  
29 RCW 64.34.380 and 64.34.382.

30       (~~(38)~~) (41) "Residential purposes" means use for dwelling or  
31 recreational purposes, or both.

32       (~~(39)~~) (42) "Rule" means a policy, guideline, restriction,  
33 procedure, or regulation of an association, however denominated, that  
34 is not set forth in the declaration or organizational documents and  
35 governs the conduct of persons or the use or appearance of property.

36       (43) "Significant assets" means that the current total cost of  
37 major maintenance, repair, and replacement of the reserve components  
38 is (~~(fifty)~~) 50 percent or more of the gross budget of the  
39 association, excluding reserve account funds.

1       ~~((40))~~ (44) "Special declarant rights" means rights reserved  
2 for the benefit of a declarant to: (a) Complete improvements  
3 indicated on survey maps and plans filed with the declaration under  
4 RCW 64.34.232; (b) exercise any development right under RCW  
5 64.34.236; (c) maintain sales offices, management offices, signs  
6 advertising the condominium, and models under RCW 64.34.256; (d) use  
7 easements through the common elements for the purpose of making  
8 improvements within the condominium or within real property which may  
9 be added to the condominium under RCW 64.34.260; (e) make the  
10 condominium part of a larger condominium or a development under RCW  
11 64.34.280; (f) make the condominium subject to a master association  
12 under RCW 64.34.276; or (g) appoint or remove any officer of the  
13 association or any master association or any member of the board of  
14 directors, or to veto or approve a proposed action of the board or  
15 association, during any period of declarant control under RCW  
16 64.34.308(5).

17       ~~((41))~~ (45) "Tangible medium" means a writing, copy of a  
18 writing, facsimile, or a physical reproduction, each on paper or on  
19 other tangible material.

20       ~~((42))~~ (46) "Timeshare" shall have the meaning specified in the  
21 timeshare act, RCW 64.36.010(11).

22       ~~((43))~~ (47) "Unit" means a physical portion of the condominium  
23 designated for separate ownership, the boundaries of which are  
24 described pursuant to RCW 64.34.216(1)(d). "Separate ownership"  
25 includes leasing a unit in a leasehold condominium under a lease that  
26 expires contemporaneously with any lease, the expiration or  
27 termination of which will remove the unit from the condominium.

28       ~~((44))~~ (48) "Unit owner" means a declarant or other person who  
29 owns a unit or leases a unit in a leasehold condominium under a lease  
30 that expires simultaneously with any lease, the expiration or  
31 termination of which will remove the unit from the condominium, but  
32 does not include a person who has an interest in a unit solely as  
33 security for an obligation. "Unit owner" means the vendee, not the  
34 vendor, of a unit under a real estate contract.

35       ~~((45))~~ (49) "Useful life" means the estimated time, between  
36 years, that major maintenance, repair, or replacement is estimated to  
37 occur.

38       **Sec. 11.** RCW 64.34.304 and 2008 c 115 s 9 are each amended to  
39 read as follows:



1 (1) Except as provided in subsection (2) of this section, and  
2 subject to the provisions of the declaration, the association may:

3 (a) Adopt and amend bylaws, rules, and regulations;

4 (b) Adopt and amend budgets for revenues, expenditures, and  
5 reserves, and impose and collect assessments for common expenses from  
6 unit owners;

7 (c) Hire and discharge or contract with managing agents and other  
8 employees, agents, and independent contractors;

9 (d) Institute, defend, or intervene in litigation or  
10 administrative proceedings in its own name on behalf of itself or two  
11 or more unit owners on matters affecting the condominium;

12 (e) Make contracts and incur liabilities;

13 (f) Regulate the use, maintenance, repair, replacement, and  
14 modification of common elements;

15 (g) Cause additional improvements to be made as a part of the  
16 common elements;

17 (h) Acquire, hold, encumber, and convey in its own name any  
18 right, title, or interest to real or personal property, but common  
19 elements may be conveyed or subjected to a security interest only  
20 pursuant to RCW 64.34.348;

21 (i) Grant easements, leases, licenses, and concessions through or  
22 over the common elements and petition for or consent to the vacation  
23 of streets and alleys;

24 (j) Impose and collect any payments, fees, or charges for the  
25 use, rental, or operation of the common elements, other than limited  
26 common elements described in RCW 64.34.204 (2) and (4), and for  
27 services provided to unit owners;

28 (k) Impose and collect charges for late payment of assessments  
29 pursuant to RCW 64.34.364(~~((13))~~) (12) and, after notice and an  
30 opportunity to be heard by the board of directors or by such  
31 representative designated by the board of directors and in accordance  
32 with such procedures as provided in the declaration or bylaws or  
33 rules and regulations adopted by the board of directors, levy  
34 reasonable fines in accordance with a previously established schedule  
35 thereof adopted by the board of directors and furnished to the owners  
36 for violations of the declaration, bylaws, and rules and regulations  
37 of the association;

38 (l) Impose and collect reasonable charges for the preparation and  
39 recording of amendments to the declaration, resale certificates  
40 required by RCW 64.34.425, and statements of unpaid assessments;

1 (m) Provide for the indemnification of its officers and board of  
2 directors and maintain directors' and officers' liability insurance;

3 (n) Assign its right to future income, including the right to  
4 receive common expense assessments, but only to the extent the  
5 declaration provides;

6 (o) Join in a petition for the establishment of a parking and  
7 business improvement area, participate in the ratepayers' board or  
8 other advisory body set up by the legislative authority for operation  
9 of a parking and business improvement area, and pay special  
10 assessments levied by the legislative authority on a parking and  
11 business improvement area encompassing the condominium property for  
12 activities and projects which benefit the condominium directly or  
13 indirectly;

14 (p) Establish and administer a reserve account as described in  
15 RCW 64.34.380;

16 (q) Prepare a reserve study as described in RCW 64.34.380;

17 (r) Exercise any other powers conferred by the declaration or  
18 bylaws;

19 (s) Exercise all other powers that may be exercised in this state  
20 by the same type of corporation as the association; and

21 (t) Exercise any other powers necessary and proper for the  
22 governance and operation of the association.

23 (2) The declaration may not impose limitations on the power of  
24 the association to deal with the declarant which are more restrictive  
25 than the limitations imposed on the power of the association to deal  
26 with other persons.

27 **Sec. 12.** RCW 64.34.364 and 2021 c 222 s 6 are each amended to  
28 read as follows:

29 (1) The association has a lien on a unit for any unpaid  
30 assessments levied against a unit from the time the assessment is  
31 due.

32 (2) A lien under this section shall be prior to all other liens  
33 and encumbrances on a unit except: (a) Liens and encumbrances  
34 recorded before the recording of the declaration; (b) a mortgage on  
35 the unit recorded before the date on which the assessment sought to  
36 be enforced became delinquent; and (c) liens for real property taxes  
37 and other governmental assessments or charges against the unit. A  
38 lien under this section is not subject to the provisions of chapter  
39 6.13 RCW.

1 (3) Except as provided in (~~subsections~~) subsection (4) (~~and~~  
2 ~~(5)~~) of this section, the lien shall also be prior to the mortgages  
3 described in subsection (2)(b) of this section to the extent of  
4 assessments for common expenses, excluding any amounts for capital  
5 improvements, based on the periodic budget adopted by the association  
6 pursuant to RCW 64.34.360(1) which would have become due during the  
7 six months immediately preceding the date of a sheriff's sale in an  
8 action for judicial foreclosure by either the association or a  
9 mortgagee, the date of a trustee's sale in a nonjudicial foreclosure  
10 by a mortgagee, or the date of recording of the declaration of  
11 forfeiture in a proceeding by the vendor under a real estate  
12 contract.

13 (4) The priority of the association's lien against units  
14 encumbered by a mortgage held by an eligible mortgagee or by a  
15 mortgagee which has given the association a written request for a  
16 notice of delinquent assessments shall be reduced by up to three  
17 months if and to the extent that the lien priority under subsection  
18 (3) of this section includes delinquencies which relate to a period  
19 after such holder becomes an eligible mortgagee or has given such  
20 notice and before the association gives the holder a written notice  
21 of the delinquency. This subsection does not affect the priority of  
22 mechanics' or material suppliers' liens, or the priority of liens for  
23 other assessments made by the association.

24 (~~(5) (If the association forecloses its lien under this section~~  
25 ~~nonjudicially pursuant to chapter 61.24 RCW, as provided by~~  
26 ~~subsection (9) of this section, the association shall not be entitled~~  
27 ~~to the lien priority provided for under subsection (3) of this~~  
28 ~~section.~~

29 ~~(6)~~) Unless the declaration otherwise provides, if two or more  
30 associations have liens for assessments created at any time on the  
31 same real estate, those liens have equal priority.

32 (~~(7)~~) (6) Recording of the declaration constitutes record  
33 notice and perfection of the lien for assessments. While no further  
34 recording of any claim of lien for assessment under this section  
35 shall be required to perfect the association's lien, the association  
36 may record a notice of claim of lien for assessments under this  
37 section in the real property records of any county in which the  
38 condominium is located. Such recording shall not constitute the  
39 written notice of delinquency to a mortgagee referred to in  
40 subsection (2) of this section.

1       ~~((8))~~ (7) A lien for unpaid assessments and the personal  
2 liability for payment of assessments is extinguished unless  
3 proceedings to enforce the lien or collect the debt are instituted  
4 within three years after the amount of the assessments sought to be  
5 recovered becomes due.

6       ~~((9))~~ (8) The lien arising under this section may be enforced  
7 judicially by the association or its authorized representative in the  
8 manner set forth in chapter 61.12 RCW. ~~((The lien arising under this  
9 section may be enforced nonjudicially in the manner set forth in  
10 chapter 61.24 RCW for nonjudicial foreclosure of deeds of trust if  
11 the declaration (a) contains a grant of the condominium in trust to a  
12 trustee qualified under RCW 61.24.010 to secure the obligations of  
13 the unit owners to the association for the payment of assessments,  
14 (b) contains a power of sale, (c) provides in its terms that the  
15 units are not used principally for agricultural or farming purposes,  
16 and (d) provides that the power of sale is operative in the case of a  
17 default in the obligation to pay assessments.))~~ The association or  
18 its authorized representative shall have the power, unless prohibited  
19 by the declaration, to purchase the unit at the foreclosure sale and  
20 to acquire, hold, lease, mortgage, or convey the same. Upon an  
21 express waiver in the complaint of any right to a deficiency judgment  
22 in a judicial foreclosure action, the period of redemption shall be  
23 eight months. Nothing in this section shall prohibit an association  
24 from taking a deed in lieu of foreclosure.

25       ~~((10))~~ (9) From the time of commencement of an action by the  
26 association to foreclose a lien for nonpayment of delinquent  
27 assessments against a unit that is not occupied by the owner thereof,  
28 the association shall be entitled to the appointment of a receiver to  
29 collect from the lessee thereof the rent for the unit as and when  
30 due. If the rental is not paid, the receiver may obtain possession of  
31 the unit, refurbish it for rental up to a reasonable standard for  
32 rental units in this type of condominium, rent the unit or permit its  
33 rental to others, and apply the rents first to the cost of the  
34 receivership and attorneys' fees thereof, then to the cost of  
35 refurbishing the unit, then to applicable charges, then to costs,  
36 fees, and charges of the foreclosure action, and then to the payment  
37 of the delinquent assessments. Only a receiver may take possession  
38 and collect rents under this subsection, and a receiver shall not be  
39 appointed less than ~~((ninety))~~ 90 days after the delinquency. The

1 exercise by the association of the foregoing rights shall not affect  
2 the priority of preexisting liens on the unit.

3 ~~((11))~~ (10) Except as provided in subsection (3) of this  
4 section, the holder of a mortgage or other purchaser of a unit who  
5 obtains the right of possession of the unit through foreclosure shall  
6 not be liable for assessments or installments thereof that became due  
7 prior to such right of possession. Such unpaid assessments shall be  
8 deemed to be common expenses collectible from all the unit owners,  
9 including such mortgagee or other purchaser of the unit. Foreclosure  
10 of a mortgage does not relieve the prior owner of personal liability  
11 for assessments accruing against the unit prior to the date of such  
12 sale as provided in this subsection.

13 ~~((12))~~ (11) In addition to constituting a lien on the unit,  
14 each assessment shall be the joint and several obligation of the  
15 owner or owners of the unit to which the same are assessed as of the  
16 time the assessment is due. In a voluntary conveyance, the grantee of  
17 a unit shall be jointly and severally liable with the grantor for all  
18 unpaid assessments against the grantor up to the time of the  
19 grantor's conveyance, without prejudice to the grantee's right to  
20 recover from the grantor the amounts paid by the grantee therefor.  
21 Suit to recover a personal judgment for any delinquent assessment  
22 shall be maintainable in any court of competent jurisdiction without  
23 foreclosing or waiving the lien securing such sums.

24 ~~((13))~~ (12) The association may from time to time establish  
25 reasonable late charges and a rate of interest to be charged on all  
26 subsequent delinquent assessments or installments thereof. In the  
27 absence of another established nonusurious rate, delinquent  
28 assessments shall bear interest from the date of delinquency at the  
29 maximum rate permitted under RCW 19.52.020 on the date on which the  
30 assessments became delinquent.

31 ~~((14))~~ (13) The association shall be entitled to recover any  
32 costs and reasonable attorneys' fees incurred in connection with the  
33 collection of delinquent assessments, whether or not such collection  
34 activities result in suit being commenced or prosecuted to judgment.  
35 In addition, the association shall be entitled to recover costs and  
36 reasonable attorneys' fees if it prevails on appeal and in the  
37 enforcement of a judgment.

38 ~~((15))~~ (14) The association upon written request shall furnish  
39 to a unit owner or a mortgagee a statement signed by an officer or  
40 authorized agent of the association setting forth the amount of

1 unpaid assessments against that unit. The statement shall be  
2 furnished within (~~fifteen~~) 15 days after receipt of the request and  
3 is binding on the association, the board of directors, and every unit  
4 owner, unless and to the extent known by the recipient to be false.

5 (~~(16)~~) (15) To the extent not inconsistent with this section,  
6 the declaration may provide for such additional remedies for  
7 collection of assessments as may be permitted by law.

8 (~~(17)~~) (16) An association may not commence an action to  
9 foreclose a lien on a unit under this section unless:

10 (a) The unit owner, at the time the action is commenced, owes at  
11 least a sum equal to the greater of:

12 (i) Three months or more of assessments, not including fines,  
13 late charges, interest, attorneys' fees, or costs incurred by the  
14 association in connection with the collection of a delinquent owner's  
15 account; or

16 (ii) \$200 of assessments, not including fines, late charges,  
17 interest, attorneys' fees, or costs incurred by the association in  
18 connection with the collection of a delinquent owner's account;

19 (b) At or after the date that assessments have become past due  
20 for at least 90 days, the association has mailed, by first-class  
21 mail, to the owner, at the unit address and to any other address  
22 which the owner has provided to the association, a notice of  
23 delinquency, which shall state as follows:

24 **THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS**  
25 **FROM THE UNIT OWNERS' ASSOCIATION TO WHICH YOUR HOME BELONGS.**  
26 **THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING**  
27 **YOUR HOME.**  
28 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**  
29 **to assess your situation and refer you to mediation if you might**  
30 **benefit. DO NOT DELAY.**  
31 **BE CAREFUL** of people who claim they can help you. There are many  
32 individuals and businesses that prey upon borrowers in distress.  
33 **REFER TO THE CONTACTS BELOW** for sources of assistance.

34 **SEEKING ASSISTANCE**

35 Housing counselors and legal assistance may be available at  
36 little or no cost to you. If you would like assistance in determining  
37 your rights and opportunities to keep your house, you may contact the  
38 following:

1 The statewide foreclosure hotline for assistance and referral to  
2 housing counselors recommended by the Housing Finance Commission  
3 Telephone: . . . . . Website: . . . . .  
4 The United States Department of Housing and Urban Development  
5 Telephone: . . . . . Website: . . . . .  
6 The statewide civil legal aid hotline for assistance and  
7 referrals to other housing counselors and attorneys  
8 Telephone: . . . . . Website: . . . . .

9 The association shall obtain the toll-free numbers and website  
10 information from the department of commerce for inclusion in the  
11 notice;

12 (c) At least 90 days have elapsed from the date the minimum  
13 amount required in (a) of this subsection has accrued; and

14 (d) The board approves commencement of a foreclosure action  
15 specifically against that unit.

16 ((~~18~~)) 17 Every aspect of a collection, foreclosure, sale, or  
17 other conveyance under this section, including the method,  
18 advertising, time, date, place, and terms, must be commercially  
19 reasonable.

20 **Sec. 13.** RCW 64.34.372 and 1992 c 220 s 19 are each amended to  
21 read as follows:

22 (1) The association shall keep financial records sufficiently  
23 detailed to enable the association to comply with RCW 64.34.425. All  
24 financial and other records of the association, including but not  
25 limited to checks, bank records, and invoices, are the property of  
26 the association, but shall be made reasonably available for  
27 examination and copying by the manager of the association, any unit  
28 owner, or the owner's authorized agents. At least annually, the  
29 association shall prepare, or cause to be prepared, a financial  
30 statement of the association in accordance with generally accepted  
31 accounting principles. The financial statements of condominiums  
32 consisting of ((~~fifty~~)) 50 or more units shall be audited at least  
33 annually by a certified public accountant. In the case of a  
34 condominium consisting of fewer than ((~~fifty~~)) 50 units, an annual  
35 audit is also required but may be waived annually by unit owners  
36 other than the declarant of units to which ((~~sixty~~)) 60 percent of  
37 the votes are allocated, excluding the votes allocated to units owned  
38 by the declarant.

1 (2) The funds of an association shall be kept in accounts in the  
2 name of the association and shall not be commingled with the funds of  
3 any other association, nor with the funds of any manager of the  
4 association or any other person responsible for the custody of such  
5 funds. Any reserve funds of an association shall be kept in a  
6 segregated account and any transaction affecting such funds,  
7 including the issuance of checks, shall require the signature of at  
8 least two persons who are officers or directors of the association.

9 (3) (a) The association must retain the following:

10 (i) A complete and accurate list of unit owners, including the  
11 names of current unit owners, listed telephone numbers, addresses,  
12 and email addresses used by the association to communicate with them,  
13 and the number of votes allocated to each unit;

14 (ii) A complete and accurate list of the names, listed telephone  
15 numbers, addresses, and email addresses of its current board of  
16 directors and officers; and

17 (iii) Its original or restated declaration, organizational  
18 documents, all amendments to the declaration and organizational  
19 documents, and all rules currently in effect, including information  
20 regarding assessments.

21 (b) Subject to (e) and (f) of this subsection, all records  
22 required to be retained by an association under this subsection must  
23 be made available for examination and copying to all unit owners,  
24 holders of mortgages on the apartments, and their respective  
25 authorized agents as follows, unless agreed otherwise:

26 (i) During reasonable business hours or at a mutually convenient  
27 time and location; and

28 (ii) At the offices of the association or its managing agent.

29 (c) Information retained pursuant to (a)(iii) of this subsection  
30 must be accessible on the association's website, if any.

31 (d)(i) A right to copy records under this subsection includes the  
32 right to receive copies by photocopying or other means, including  
33 through an electronic transmission if available upon request by the  
34 unit owner.

35 (ii) The association must prioritize providing copies of records  
36 through an electronic transmission to a unit owner's email address if  
37 available upon request by the unit owner.

38 (e) Records retained by an association under this subsection may  
39 be withheld from inspection and copying to the extent that they  
40 concern:



- 1       (i) The unlisted telephone number of any unit owner;  
2       (ii) The email address of a unit owner upon request of the unit  
3 owner to the association;  
4       (iii) Information the disclosure of which would violate a court  
5 order or law; or  
6       (iv) Agreements that for good cause prohibit disclosure.  
7       (f)(i) The association may charge the actual cost for producing  
8 and providing copies of any records under this subsection and for  
9 supervising the unit owner's inspection.  
10       (ii) The association may not charge any costs for providing  
11 copies of any records under this subsection through an electronic  
12 transmission.  
13       (g) Information provided pursuant to this subsection may not be  
14 used for commercial purposes.

15       **Sec. 14.** RCW 64.34.420 and 1989 c 43 s 4-106 are each amended to  
16 read as follows:

17       (1) A person required to deliver a public offering statement  
18 pursuant to RCW 64.34.405(3) shall provide a purchaser of a unit with  
19 a copy of the public offering statement and all material amendments  
20 thereto before conveyance of that unit. Unless a purchaser is given  
21 the public offering statement before mutual acceptance of a written  
22 agreement between the purchaser and the offeror for the purchase and  
23 sale of a unit upon request of the purchaser, or more than seven days  
24 before execution of a contract for the purchase of a unit, the  
25 purchaser, before conveyance, shall have the right to cancel the  
26 contract within seven days after first receiving the public offering  
27 statement and, if necessary to have seven days to review the public  
28 offering statement and cancel the contract, to extend the closing  
29 date for conveyance to a date not more than seven days after first  
30 receiving the public offering statement. The purchaser shall have no  
31 right to cancel the contract upon receipt of an amendment unless the  
32 purchaser would have that right under generally applicable legal  
33 principles.

34       (2) If a purchaser elects to cancel a contract pursuant to  
35 subsection (1) of this section, the purchaser may do so by hand-  
36 delivering notice thereof to the offeror or by mailing notice thereof  
37 by prepaid United States mail to the offeror or to his or her agent  
38 for service of process. Cancellation is without penalty, and all

1 payments made by the purchaser before cancellation shall be refunded  
2 promptly.

3 (3) If a person required to deliver a public offering statement  
4 pursuant to RCW 64.34.405(3) fails to provide a purchaser to whom a  
5 unit is conveyed with that public offering statement and all material  
6 amendments thereto as required by subsection (1) of this section, the  
7 purchaser is entitled to receive from that person an amount equal to  
8 the greater of (a) actual damages, or (b) ten percent of the sales  
9 price of the unit for a willful failure by the declarant or three  
10 percent of the sales price of the unit for any other failure. There  
11 shall be no liability for failure to deliver any amendment unless  
12 such failure would have entitled the purchaser under generally  
13 applicable legal principles to cancel the contract for the purchase  
14 of the unit had the undisclosed information been evident to the  
15 purchaser before the closing of the purchase.

16 **Sec. 15.** RCW 64.34.425 and 2022 c 27 s 5 are each amended to  
17 read as follows:

18 (1) Except in the case of a sale where delivery of a public  
19 offering statement is required, or unless exempt under RCW  
20 64.34.400(2), a unit owner shall furnish to a purchaser either before  
21 mutual acceptance of a written agreement between the purchaser and  
22 the unit owner for the purchase and sale of a unit upon request of  
23 the purchaser, or before execution of any contract for sale of a  
24 unit, or otherwise before conveyance, a resale certificate, signed by  
25 an officer or authorized agent of the association and based on the  
26 books and records of the association and the actual knowledge of the  
27 person signing the certificate, containing:

28 (a) A statement disclosing any right of first refusal or other  
29 restraint on the free alienability of the unit contained in the  
30 declaration;

31 (b) A statement setting forth the amount of the monthly common  
32 expense assessment and any unpaid common expense or special  
33 assessment currently due and payable from the selling unit owner and  
34 a statement of any special assessments that have been levied against  
35 the unit which have not been paid even though not yet due;

36 (c) A statement, which shall be current to within 45 days, of any  
37 common expenses or special assessments against any unit in the  
38 condominium that are past due over 30 days;

- 1 (d) A statement, which shall be current to within 45 days, of any  
2 obligation of the association which is past due over 30 days;
- 3 (e) A statement of any other fees payable by unit owners;
- 4 (f) A statement of any anticipated repair or replacement cost in  
5 excess of five percent of the annual budget of the association that  
6 has been approved by the board of directors;
- 7 (g) A statement of the amount of any reserves for repair or  
8 replacement and of any portions of those reserves currently  
9 designated by the association for any specified projects;
- 10 (h) The annual financial statement of the association, including  
11 the audit report if it has been prepared, for the year immediately  
12 preceding the current year;
- 13 (i) A balance sheet and a revenue and expense statement of the  
14 association prepared on an accrual basis, which shall be current to  
15 within 120 days;
- 16 (j) The current operating budget of the association;
- 17 (k) A statement of any unsatisfied judgments against the  
18 association and the status of any pending suits or legal proceedings  
19 in which the association is a plaintiff or defendant;
- 20 (l) A statement describing any insurance coverage provided for  
21 the benefit of unit owners;
- 22 (m) A statement as to whether there are any alterations or  
23 improvements to the unit or to the limited common elements assigned  
24 thereto that violate any provision of the declaration;
- 25 (n) A statement of the number of units, if any, still owned by  
26 the declarant, whether the declarant has transferred control of the  
27 association to the unit owners, and the date of such transfer;
- 28 (o) A statement as to whether there are any violations of the  
29 health or building codes with respect to the unit, the limited common  
30 elements assigned thereto, or any other portion of the condominium;
- 31 (p) A statement of the remaining term of any leasehold estate  
32 affecting the condominium and the provisions governing any extension  
33 or renewal thereof;
- 34 (q) A copy of the declaration, the bylaws, the rules or  
35 regulations of the association, the association's current reserve  
36 study, if any, and any other information reasonably requested by  
37 mortgagees of prospective purchasers of units. Information requested  
38 generally by the federal national mortgage association, the federal  
39 home loan bank board, the government national mortgage association,  
40 the veterans administration and the department of housing and urban

1 development shall be deemed reasonable, provided such information is  
2 reasonably available to the association;

3 (r) A statement, as required by RCW 64.35.210, as to whether the  
4 units or common elements of the condominium are covered by a  
5 qualified warranty, and a history of claims under any such warranty;

6 (s) A statement describing any requirements related to electric  
7 vehicle charging stations located in the unit or the limited common  
8 elements assigned to the unit, including application status,  
9 insurance information, maintenance responsibilities, and any  
10 associated costs; and

11 (t) If the association does not have a reserve study that has  
12 been prepared in accordance with RCW 64.34.380 and 64.34.382 or its  
13 governing documents, the following disclosure:

14 "This association does not have a current reserve study.  
15 The lack of a current reserve study poses certain risks to  
16 you, the purchaser. Insufficient reserves may, under some  
17 circumstances, require you to pay on demand as a special  
18 assessment your share of common expenses for the cost of  
19 major maintenance, repair, or replacement of a common  
20 element."

21 (2) The association, within 10 days after a request by a unit  
22 owner, and subject to payment of any fee imposed pursuant to RCW  
23 64.34.304(1)(1), shall furnish a resale certificate signed by an  
24 officer or authorized agent of the association and containing the  
25 information necessary to enable the unit owner to comply with this  
26 section. For the purposes of this chapter, a reasonable charge for  
27 the preparation of a resale certificate may not exceed \$275. The  
28 association may charge a unit owner a nominal fee for updating a  
29 resale certificate within six months of the unit owner's request. The  
30 unit owner shall also sign the certificate but the unit owner is not  
31 liable to the purchaser for any erroneous information provided by the  
32 association and included in the certificate unless and to the extent  
33 the unit owner had actual knowledge thereof.

34 (3) A purchaser is not liable for any unpaid assessment or fee  
35 against the unit as of the date of the certificate greater than the  
36 amount set forth in the certificate prepared by the association  
37 unless and to the extent such purchaser had actual knowledge thereof.  
38 A unit owner is not liable to a purchaser for the failure or delay of  
39 the association to provide the certificate in a timely manner, but

1 the purchaser's contract is voidable by the purchaser until the  
2 certificate has been provided and for five days thereafter or until  
3 conveyance, whichever occurs first.

4 NEW SECTION. **Sec. 16.** A new section is added to chapter 64.34  
5 RCW to read as follows:

6 (1) The attorney general may issue a cease and desist letter to  
7 any declarant, master association, unit owners' association, or agent  
8 of a unit owners' association to restrain and prevent a pattern of  
9 failure to follow the requirements of this chapter. If the recipient  
10 of a cease and desist letter does not comply within five calendar  
11 days of receipt of the letter, the attorney general may file an  
12 action in superior court at any time thereafter to enforce the cease  
13 and desist letter. If the court finds that the declarant, master  
14 association, unit owners' association, or agent of a unit owners'  
15 association violated this chapter and failed to comply with a cease  
16 and desist letter, the court shall enjoin the declarant, master  
17 association, unit owners' association, or agent of a unit owners'  
18 association from engaging in conduct that violates this chapter and  
19 shall impose a civil penalty of not more than \$5,000 per violation of  
20 the cease and desist letter. In any successful action to enforce a  
21 cease and desist letter under this chapter, the court shall award the  
22 attorney general the costs of bringing the action, including  
23 reasonable investigative costs and reasonable attorneys' fees. The  
24 remedies under this subsection are in addition to any other remedies  
25 a court may order under subsection (2) of this section.

26 (2) The legislature finds that the practices covered by this  
27 chapter are matters vitally affecting the public interest for the  
28 purpose of applying the consumer protection act, chapter 19.86 RCW. A  
29 pattern of violations of this chapter by a declarant, master  
30 association, unit owners' association, or an agent of a unit owners'  
31 association, evidenced by the issuance of two or more cease and  
32 desist letters pursuant to subsection (1) of this section, is not  
33 reasonable in relation to the development and preservation of  
34 business and is an unfair or deceptive act in trade or commerce and  
35 an unfair method of competition for purposes of applying the consumer  
36 protection act, chapter 19.86 RCW.

37 (3) Remedies provided by chapter 19.86 RCW are cumulative and not  
38 exclusive.

1       **Sec. 17.** RCW 64.38.010 and 2021 c 227 s 9 are each reenacted and  
2 amended to read as follows:

3       For purposes of this chapter:

4       (1) "Assessment" means all sums chargeable to an owner by an  
5 association in accordance with RCW 64.38.020.

6       (2) "Baseline funding plan" means establishing a reserve funding  
7 goal of maintaining a reserve account balance above (~~zero dollars~~)  
8 \$0 throughout the (~~thirty-year~~) 30-year study period described  
9 under RCW 64.38.065.

10       (3) "Board of directors" or "board" means the body, regardless of  
11 name, with primary authority to manage the affairs of the  
12 association.

13       (4) "Common areas" means property owned, or otherwise maintained,  
14 repaired or administered by the association.

15       (5) "Common expense" means the costs incurred by the association  
16 to exercise any of the powers provided for in this chapter.

17       (6) "Contribution rate" means, in a reserve study as described in  
18 RCW 64.38.065, the amount contributed to the reserve account so that  
19 the association will have cash reserves to pay major maintenance,  
20 repair, or replacement costs without the need of a special  
21 assessment.

22       (7) "Effective age" means the difference between the estimated  
23 useful life and remaining useful life.

24       (8) "Electronic transmission" or "electronically transmitted"  
25 means any electronic communication not directly involving the  
26 physical transfer of a writing in a tangible medium, but that may be  
27 retained, retrieved, and reviewed by the sender and the recipient of  
28 the communication, and that may be directly reproduced in a tangible  
29 medium by a sender and recipient.

30       (9) "Full funding plan" means setting a reserve funding goal of  
31 achieving one hundred percent fully funded reserves by the end of the  
32 (~~thirty-year~~) 30-year study period described under RCW 64.38.065,  
33 in which the reserve account balance equals the sum of the  
34 deteriorated portion of all reserve components.

35       (10) "Fully funded balance" means the current value of the  
36 deteriorated portion, not the total replacement value, of all the  
37 reserve components. The fully funded balance for each reserve  
38 component is calculated by multiplying the current replacement cost  
39 of the reserve component by its effective age, then dividing the  
40 result by the reserve component's useful life. The sum total of all

1 reserve components' fully funded balances is the association's fully  
2 funded balance.

3 (11) "Governing documents" means the articles of incorporation,  
4 bylaws, plat, declaration of covenants, conditions, and restrictions,  
5 rules and regulations of the association, or other written instrument  
6 by which the association has the authority to exercise any of the  
7 powers provided for in this chapter or to manage, maintain, or  
8 otherwise affect the property under its jurisdiction.

9 (12) "Homeowners' association" or "association" means a  
10 corporation, unincorporated association, or other legal entity, each  
11 member of which is an owner of residential real property located  
12 within the association's jurisdiction, as described in the governing  
13 documents, and by virtue of membership or ownership of property is  
14 obligated to pay real property taxes, insurance premiums, maintenance  
15 costs, or for improvement of real property other than that which is  
16 owned by the member. "Homeowners' association" does not mean an  
17 association created under chapter 64.32 or 64.34 RCW.

18 (13) "Lot" means a physical portion of the real property located  
19 within an association's jurisdiction designated for separate  
20 ownership.

21 (14) "Owner" means the owner of a lot, but does not include a  
22 person who has an interest in a lot solely as security for an  
23 obligation. "Owner" also means the vendee, not the vendor, of a lot  
24 under a real estate contract.

25 (15) "Record," when used as a noun, means information inscribed  
26 on a tangible medium or contained in an electronic transmission.

27 (16) "Remaining useful life" means the estimated time, in years,  
28 before a reserve component will require major maintenance, repair, or  
29 replacement to perform its intended function.

30 ~~((16))~~ (17) "Replacement cost" means the current cost of  
31 replacing, repairing, or restoring a reserve component to its  
32 original functional condition.

33 ~~((17))~~ (18) "Reserve component" means a common element whose  
34 cost of maintenance, repair, or replacement is infrequent,  
35 significant, and impractical to include in an annual budget.

36 ~~((18))~~ (19) "Reserve study professional" means an independent  
37 person who is suitably qualified by knowledge, skill, experience,  
38 training, or education to prepare a reserve study in accordance with  
39 RCW 64.38.065 and 64.38.070.

1        ~~((19))~~ (20) "Residential real property" means any real  
2 property, the use of which is limited by law, covenant or otherwise  
3 to primarily residential or recreational purposes.

4        ~~((20))~~ (21) "Rule" means a policy, guideline, restriction,  
5 procedure, or regulation of an association, however denominated, that  
6 is not set forth in the governing documents and governs the conduct  
7 of persons or the use or appearance of property.

8        (22) "Significant assets" means that the current replacement  
9 value of the major reserve components is ~~((seventy-five))~~ 75 percent  
10 or more of the gross budget of the association, excluding the  
11 association's reserve account funds.

12        ~~((21))~~ (23) "Tangible medium" means a writing, copy of a  
13 writing, facsimile, or a physical reproduction, each on paper or on  
14 other tangible material.

15        ~~((22))~~ (24) "Useful life" means the estimated time, between  
16 years, that major maintenance, repair, or replacement is estimated to  
17 occur.

18        **Sec. 18.** RCW 64.38.045 and 1995 c 283 s 9 are each amended to  
19 read as follows:

20        (1) The association or its managing agent shall keep financial  
21 and other records sufficiently detailed to enable the association to  
22 fully declare to each owner the true statement of its financial  
23 status. All financial and other records of the association, including  
24 but not limited to checks, bank records, and invoices, in whatever  
25 form they are kept, are the property of the association. Each  
26 association managing agent shall turn over all original books and  
27 records to the association immediately upon termination of the  
28 management relationship with the association, or upon such other  
29 demand as is made by the board of directors. An association managing  
30 agent is entitled to keep copies of association records. All records  
31 which the managing agent has turned over to the association shall be  
32 made reasonably available for the examination and copying by the  
33 managing agent.

34        (2) ~~((All records of the association, including the names and~~  
35 ~~addresses of owners and other occupants of the lots, shall be~~  
36 ~~available for examination by all owners, holders of mortgages on the~~  
37 ~~lots, and their respective authorized agents on reasonable advance~~  
38 ~~notice during normal working hours at the offices of the association~~  
39 ~~or its managing agent. The association shall not release the unlisted~~



~~telephone number of any owner. The association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the association in providing access to records.)~~ (a) The association must retain all records of the association, including the following:

(i) A complete and accurate list of owners, including the names of current owners, listed telephone numbers, addresses, and email addresses used by the association to communicate with them, and the number of votes allocated to each lot;

(ii) A complete and accurate list of the names, listed telephone numbers, addresses, and email addresses of its current board of directors and officers; and

(iii) Its original or restated declaration, organizational documents, all amendments to the declaration and organizational documents, and all rules currently in effect, including information regarding assessments.

(b) Subject to (e) and (f) of this subsection, all records required to be retained by an association under this subsection must be made available for examination and copying to all owners, holders of mortgages on the lots, and their respective authorized agents as follows, unless agreed otherwise:

(i) During reasonable business hours or at a mutually convenient time and location; and

(ii) At the offices of the association or its managing agent.

(c) Information retained pursuant to (a)(iii) of this subsection must be accessible on the association's website, if any.

(d)(i) A right to copy records under this subsection includes the right to receive copies by photocopying or other means, including through an electronic transmission if available upon request by the owner.

(ii) The association must prioritize providing copies of records through an electronic transmission to an owner's email address if available upon request by the owner.

(e) Records retained by an association under this subsection may be withheld from inspection and copying to the extent that they concern:

(i) The unlisted telephone number of any owner;

(ii) The email address of an owner upon request of the owner to the association;

(iii) Information the disclosure of which would violate a court order or law; or

1 (iv) Agreements that for good cause prohibit disclosure.

2 (f) (i) The association may charge the actual cost for producing  
3 and providing copies of any records under this subsection and for  
4 supervising the owner's inspection.

5 (ii) The association may not charge any costs for providing  
6 copies of any records under this subsection through an electronic  
7 transmission.

8 (g) Information provided pursuant to this subsection may not be  
9 used for commercial purposes.

10 (3) At least annually, the association shall prepare, or cause to  
11 be prepared, a financial statement of the association. The financial  
12 statements of associations with annual assessments of (~~fifty~~  
13 ~~thousand dollars~~) \$50,000 or more shall be audited at least annually  
14 by an independent certified public accountant, but the audit may be  
15 waived if (~~sixty-seven~~) 67 percent of the votes cast by owners, in  
16 person or by proxy, at a meeting of the association at which a quorum  
17 is present, vote each year to waive the audit.

18 (4) The funds of the association shall be kept in accounts in the  
19 name of the association and shall not be commingled with the funds of  
20 any other association, nor with the funds of any manager of the  
21 association or any other person responsible for the custody of such  
22 funds.

23 **Sec. 19.** RCW 64.38.100 and 2021 c 222 s 8 are each amended to  
24 read as follows:

25 (1) If the governing documents of an association provide for a  
26 lien on the lot of any owner for unpaid assessments, the association  
27 may not commence an action to judicially foreclose the lien in the  
28 manner set forth in chapter 61.12 RCW unless:

29 (a) The lot owner, at the time the action is commenced, owes at  
30 least a sum equal to the greater of:

31 (i) Three months or more of assessments, not including fines,  
32 late charges, interest, attorneys' fees, or costs incurred by the  
33 association in connection with the collection of a delinquent owner's  
34 account; or

35 (ii) \$200 of assessments, not including fines, late charges,  
36 interest, attorneys' fees, or costs incurred by the association in  
37 connection with the collection of a delinquent owner's account;

38 (b) At or after the date that assessments have become past due  
39 for at least 90 days, the association has mailed, by first-class

1 mail, to the owner, at the lot address and to any other address which  
2 the owner has provided to the association, a notice of delinquency,  
3 which shall state as follows:

4 **THIS IS A NOTICE OF DELINQUENCY FOR PAST DUE ASSESSMENTS**  
5 **FROM THE HOMEOWNERS' ASSOCIATION TO WHICH YOUR HOME BELONGS.**

6 **THIS NOTICE IS ONE STEP IN A PROCESS THAT COULD RESULT IN YOUR LOSING**  
7 **YOUR HOME.**

8 **CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW**  
9 to assess your situation and refer you to mediation if you might  
10 benefit. **DO NOT DELAY.**

11 **BE CAREFUL** of people who claim they can help you. There are many  
12 individuals and businesses that prey upon borrowers in distress.

13 **REFER TO THE CONTACTS BELOW** for sources of assistance.

14 **SEEKING ASSISTANCE**

15 Housing counselors and legal assistance may be available at  
16 little or no cost to you. If you would like assistance in determining  
17 your rights and opportunities to keep your house, you may contact the  
18 following:

19 The statewide foreclosure hotline for assistance and referral to  
20 housing counselors recommended by the Housing Finance Commission

21 Telephone: . . . . . Website: . . . . .

22 The United States Department of Housing and Urban Development

23 Telephone: . . . . . Website: . . . . .

24 The statewide civil legal aid hotline for assistance and  
25 referrals to other housing counselors and attorneys

26 Telephone: . . . . . Website: . . . . .

27 The association shall obtain the toll-free numbers and website  
28 information from the department of commerce for inclusion in the  
29 notice;

30 (c) At least 90 days have elapsed from the date the minimum  
31 amount required in (a) of this subsection has accrued; and

32 (d) The board approves commencement of a foreclosure action  
33 specifically against that lot.

34 (2) Every aspect of a collection, foreclosure, sale, or other  
35 conveyance under this section, including the method, advertising,  
36 time, date, place, and terms, must be commercially reasonable.

37 NEW SECTION. **Sec. 20.** A new section is added to chapter 64.38  
38 RCW to read as follows:

1 (1) The attorney general may issue a cease and desist letter to  
2 any homeowners' association or agent of a homeowners' association to  
3 restrain and prevent a pattern of failure to follow the requirements  
4 of this chapter. If the recipient of a cease and desist letter does  
5 not comply within five calendar days of receipt of the letter, the  
6 attorney general may file an action in superior court at any time  
7 thereafter to enforce the cease and desist letter. If the court finds  
8 that the homeowners' association or agent of a homeowners'  
9 association violated this chapter and failed to comply with a cease  
10 and desist letter, the court shall enjoin the homeowners' association  
11 or agent of a homeowners' association from engaging in conduct that  
12 violates this chapter and shall impose a civil penalty of not more  
13 than \$5,000 per violation of the cease and desist letter. In any  
14 successful action to enforce a cease and desist letter under this  
15 chapter, the court shall award the attorney general the costs of  
16 bringing the action, including reasonable investigative costs and  
17 reasonable attorneys' fees. The remedies under this subsection are in  
18 addition to any other remedies a court may order under subsection (2)  
19 of this section.

20 (2) The legislature finds that the practices covered by this  
21 chapter are matters vitally affecting the public interest for the  
22 purpose of applying the consumer protection act, chapter 19.86 RCW. A  
23 pattern of violations of this chapter by a homeowners' association or  
24 an agent of a homeowners' association, evidenced by the issuance of  
25 two or more cease and desist letters pursuant to subsection (1) of  
26 this section, is not reasonable in relation to the development and  
27 preservation of business and is an unfair or deceptive act in trade  
28 or commerce and an unfair method of competition for purposes of  
29 applying the consumer protection act, chapter 19.86 RCW.

30 (3) Remedies provided by chapter 19.86 RCW are cumulative and not  
31 exclusive.

32 **Sec. 21.** RCW 64.90.485 and 2021 c 222 s 2 are each amended to  
33 read as follows:

34 (1) The association has a statutory lien on each unit for any  
35 unpaid assessment against the unit from the time such assessment is  
36 due.

37 (2) A lien under this section has priority over all other liens  
38 and encumbrances on a unit except:

1 (a) Liens and encumbrances recorded before the recordation of the  
2 declaration and, in a cooperative, liens and encumbrances that the  
3 association creates, assumes, or takes subject to;

4 (b) Except as otherwise provided in subsection (3) of this  
5 section, a security interest on the unit recorded before the date on  
6 which the unpaid assessment became due or, in a cooperative, a  
7 security interest encumbering only the unit owner's interest and  
8 perfected before the date on which the unpaid assessment became due;  
9 and

10 (c) Liens for real estate taxes and other state or local  
11 governmental assessments or charges against the unit or cooperative.

12 (3)(a) A lien under this section also has priority over the  
13 security interests described in subsection (2)(b) of this section to  
14 the extent of an amount equal to the following:

15 (i) The common expense assessments, excluding any amounts for  
16 capital improvements, based on the periodic budget adopted by the  
17 association pursuant to RCW 64.90.480(1), along with any specially  
18 allocated assessments that are properly assessable against the unit  
19 under such periodic budget, which would have become due in the  
20 absence of acceleration during the six months immediately preceding  
21 the institution of proceedings to foreclose either the association's  
22 lien or a security interest described in subsection (2)(b) of this  
23 section;

24 (ii) The association's actual costs and reasonable attorneys'  
25 fees incurred in foreclosing its lien but incurred after the giving  
26 of the notice described in (a)(iii) of this subsection; provided,  
27 however, that the costs and reasonable attorneys' fees that will have  
28 priority under this subsection (3)(a)(ii) shall not exceed (~~two~~  
29 ~~thousand dollars~~) \$2,000 or an amount equal to the amounts described  
30 in (a)(i) of this subsection, whichever is less;

31 (iii) The amounts described in (a)(ii) of this subsection shall  
32 be prior only to the security interest of the holder of a security  
33 interest on the unit recorded before the date on which the unpaid  
34 assessment became due and only if the association has given that  
35 holder not less than (~~sixty~~) 60 days' prior written notice that the  
36 owner of the unit is in default in payment of an assessment. The  
37 notice shall contain:

38 (A) Name of the borrower;

39 (B) Recording date of the trust deed or mortgage;

40 (C) Recording information;

1 (D) Name of condominium, unit owner, and unit designation stated  
2 in the declaration or applicable supplemental declaration;

3 (E) Amount of unpaid assessment; and

4 (F) A statement that failure to, within (~~sixty~~) 60 days of the  
5 written notice, submit the association payment of six months of  
6 assessments as described in (a)(i) of this subsection will result in  
7 the priority of the amounts described in (a)(ii) of this subsection;  
8 and

9 (iv) Upon payment of the amounts described in (a)(i) and (ii) of  
10 this subsection by the holder of a security interest, the  
11 association's lien described in this subsection (3)(a) shall  
12 thereafter be fully subordinated to the lien of such holder's  
13 security interest on the unit.

14 (b) For the purposes of this subsection:

15 (i) "Institution of proceedings" means either:

16 (A) The date of recording of a notice of trustee's sale by a deed  
17 of trust beneficiary;

18 (B) The date of commencement, pursuant to applicable court rules,  
19 of an action for judicial foreclosure either by the association or by  
20 the holder of a recorded security interest; or

21 (C) The date of recording of a notice of intention to forfeit in  
22 a real estate contract forfeiture proceeding by the vendor under a  
23 real estate contract.

24 (ii) "Capital improvements" does not include making, in the  
25 ordinary course of management, repairs to common elements or  
26 replacements of the common elements with substantially similar items,  
27 subject to: (A) Availability of materials and products, (B)  
28 prevailing law, or (C) sound engineering and construction standards  
29 then prevailing.

30 (c) The adoption of a periodic budget that purports to allocate  
31 to a unit any fines, late charges, interest, attorneys' fees and  
32 costs incurred for services unrelated to the foreclosure of the  
33 association's lien, other collection charges, or specially allocated  
34 assessments assessed under RCW 64.90.480 (6) or (7) does not cause  
35 any such items to be included in the priority amount affecting such  
36 unit.

37 (4) Subsections (2) and (3) of this section do not affect the  
38 priority of mechanics' or material suppliers' liens to the extent  
39 that law of this state other than chapter 277, Laws of 2018 gives

1 priority to such liens, or the priority of liens for other  
2 assessments made by the association.

3 (5) A lien under this section is not subject to chapter 6.13 RCW.

4 ~~(6) ((If the association forecloses its lien under this section  
5 nonjudicially pursuant to chapter 61.24 RCW, as provided under  
6 subsection (13) of this section, the association is not entitled to  
7 the lien priority provided for under subsection (3) of this section,  
8 and is subject to the limitations on deficiency judgments as provided  
9 in chapter 61.24 RCW.~~

10 ~~(7))~~ Unless the declaration provides otherwise, if two or more  
11 associations have liens for assessments created at any time on the  
12 same property, those liens have equal priority as to each other, and  
13 any foreclosure of one such lien shall not affect the lien of the  
14 other.

15 ~~((8))~~ (7) Recording of the declaration constitutes record  
16 notice and perfection of the statutory lien created under this  
17 section. Further notice or recordation of any claim of lien for  
18 assessment under this section is not required, but is not prohibited.

19 ~~((9))~~ (8) A lien for unpaid assessments and the personal  
20 liability for payment of those assessments are extinguished unless  
21 proceedings to enforce the lien or collect the debt are instituted  
22 within six years after the full amount of the assessments sought to  
23 be recovered becomes due.

24 ~~((10))~~ (9) This section does not prohibit actions against unit  
25 owners to recover sums for which subsection (1) of this section  
26 creates a lien or prohibit an association from taking a deed in lieu  
27 of foreclosure.

28 ~~((11))~~ (10) The association upon written request must furnish  
29 to a unit owner or a mortgagee a statement signed by an officer or  
30 authorized agent of the association setting forth the amount of  
31 unpaid assessments or the priority amount against that unit, or both.  
32 The statement must be furnished within ~~((fifteen))~~ 15 days after  
33 receipt of the request and is binding on the association, the board,  
34 and every unit owner unless, and to the extent, known by the  
35 recipient to be false. The liability of a recipient who reasonably  
36 relies upon the statement must not exceed the amount set forth in any  
37 statement furnished pursuant to this section or RCW 64.90.640(1)(b).

38 ~~((12))~~ (11) In a cooperative, upon nonpayment of an assessment  
39 on a unit, the unit owner may be evicted in the same manner as  
40 provided by law in the case of an unlawful holdover by a commercial

1 tenant, and the lien may be foreclosed as provided under this  
2 section.

3 ~~((13))~~ (12) The association's lien may be foreclosed in  
4 accordance with (a) ~~((and (b)))~~ of this subsection.

5 (a) In a common interest community other than a cooperative, the  
6 association's lien may be foreclosed judicially in accordance with  
7 chapter 61.12 RCW, subject to any rights of redemption under chapter  
8 6.23 RCW.

9 ~~(b) ((The lien may be enforced nonjudicially in the manner set  
10 forth in chapter 61.24 RCW for nonjudicial foreclosure of deeds of  
11 trust if the declaration: Contains a grant of the common interest  
12 community in trust to a trustee qualified under RCW 61.24.010 to  
13 secure the obligations of the unit owners to the association for the  
14 payment of assessments, contains a power of sale, provides in its  
15 terms that the units are not used principally for agricultural  
16 purposes, and provides that the power of sale is operative in the  
17 case of a default in the obligation to pay assessments. The  
18 association or its authorized representative may purchase the unit at  
19 the foreclosure sale and acquire, hold, lease, mortgage, or convey  
20 the unit. Upon an express waiver in the complaint of any right to a  
21 deficiency judgment in a judicial foreclosure action, the period of  
22 redemption is eight months.~~

23 ~~(e))~~ In a cooperative in which the unit owners' interests in the  
24 units are real estate, the association's lien must be foreclosed in  
25 like manner as a mortgage on real estate ~~((or by power of sale under  
26 (b) of this subsection))~~ in accordance with chapter 61.12 RCW.

27 ~~((d))~~ (c) In a cooperative in which the unit owners' interests  
28 in the units are personal property, the association's lien must be  
29 foreclosed in like manner as a security interest under chapter 62A.9A  
30 RCW.

31 ~~((14))~~ (13) If the unit owner's interest in a unit in a  
32 cooperative is real estate, the following requirements apply:

33 (a) The association, upon nonpayment of assessments and  
34 compliance with this subsection, may sell that unit at a public sale  
35 or by private negotiation, and at any time and place. The association  
36 must give to the unit owner and any lessee of the unit owner  
37 reasonable notice in a record of the time, date, and place of any  
38 public sale or, if a private sale is intended, of the intention of  
39 entering into a contract to sell and of the time and date after which  
40 a private conveyance may be made. Such notice must also be sent to



1 any other person that has a recorded interest in the unit that would  
2 be cut off by the sale, but only if the recorded interest was on  
3 record seven weeks before the date specified in the notice as the  
4 date of any public sale or seven weeks before the date specified in  
5 the notice as the date after which a private sale may be made. The  
6 notices required under this subsection may be sent to any address  
7 reasonable in the circumstances. A sale may not be held until five  
8 weeks after the sending of the notice. The association may buy at any  
9 public sale and, if the sale is conducted by a fiduciary or other  
10 person not related to the association, at a private sale.

11 (b) Unless otherwise agreed to or as stated in this section, the  
12 unit owner is liable for any deficiency in a foreclosure sale.

13 (c) The proceeds of a foreclosure sale must be applied in the  
14 following order:

15 (i) The reasonable expenses of sale;

16 (ii) The reasonable expenses of securing possession before sale;  
17 the reasonable expenses of holding, maintaining, and preparing the  
18 unit for sale, including payment of taxes and other governmental  
19 charges and premiums on insurance; and, to the extent provided for by  
20 agreement between the association and the unit owner, reasonable  
21 attorneys' fees, costs, and other legal expenses incurred by the  
22 association;

23 (iii) Satisfaction of the association's lien;

24 (iv) Satisfaction in the order of priority of any subordinate  
25 claim of record; and

26 (v) Remittance of any excess to the unit owner.

27 (d) A good-faith purchaser for value acquires the unit free of  
28 the association's debt that gave rise to the lien under which the  
29 foreclosure sale occurred and any subordinate interest, even though  
30 the association or other person conducting the sale failed to comply  
31 with this section. The person conducting the sale must execute a  
32 conveyance to the purchaser sufficient to convey the unit and stating  
33 that it is executed by the person after a foreclosure of the  
34 association's lien by power of sale and that the person was empowered  
35 to make the sale. Signature and title or authority of the person  
36 signing the conveyance as grantor and a recital of the facts of  
37 nonpayment of the assessment and of the giving of the notices  
38 required under this subsection are sufficient proof of the facts  
39 recited and of the authority to sign. Further proof of authority is

1 not required even though the association is named as grantee in the  
2 conveyance.

3 (e) At any time before the association has conveyed a unit in a  
4 cooperative or entered into a contract for its conveyance under the  
5 power of sale, the unit owners or the holder of any subordinate  
6 security interest may cure the unit owner's default and prevent sale  
7 or other conveyance by tendering the performance due under the  
8 security agreement, including any amounts due because of exercise of  
9 a right to accelerate, plus the reasonable expenses of proceeding to  
10 foreclosure incurred to the time of tender, including reasonable  
11 attorneys' fees and costs of the creditor.

12 (~~(15)~~) (14) In an action by an association to collect  
13 assessments or to foreclose a lien on a unit under this section, the  
14 court may appoint a receiver to collect all sums alleged to be due  
15 and owing to a unit owner before commencement or during pendency of  
16 the action. The receivership is governed under chapter 7.60 RCW.  
17 During pendency of the action, the court may order the receiver to  
18 pay sums held by the receiver to the association for any assessments  
19 against the unit. The exercise of rights under this subsection by the  
20 association does not affect the priority of preexisting liens on the  
21 unit.

22 (~~(16)~~) (15) Except as provided in subsection (3) of this  
23 section, the holder of a mortgage or other purchaser of a unit who  
24 obtains the right of possession of the unit through foreclosure is  
25 not liable for assessments or installments of assessments that became  
26 due prior to such right of possession. Such unpaid assessments are  
27 deemed to be common expenses collectible from all the unit owners,  
28 including such mortgagee or other purchaser of the unit. Foreclosure  
29 of a mortgage does not relieve the prior unit owner of personal  
30 liability for assessments accruing against the unit prior to the date  
31 of such sale as provided in this subsection.

32 (~~(17)~~) (16) In addition to constituting a lien on the unit,  
33 each assessment is the joint and several obligation of the unit owner  
34 of the unit to which the same are assessed as of the time the  
35 assessment is due. A unit owner may not exempt himself or herself  
36 from liability for assessments. In a voluntary conveyance other than  
37 by foreclosure, the grantee of a unit is jointly and severally liable  
38 with the grantor for all unpaid assessments against the grantor up to  
39 the time of the grantor's conveyance, without prejudice to the  
40 grantee's right to recover from the grantor the amounts paid by the

1 grantee. Suit to recover a personal judgment for any delinquent  
2 assessment is maintainable in any court of competent jurisdiction  
3 without foreclosing or waiving the lien securing such sums.

4 ~~((18))~~ (17) The association may from time to time establish  
5 reasonable late charges and a rate of interest to be charged, not to  
6 exceed the maximum rate calculated under RCW 19.52.020, on all  
7 subsequent delinquent assessments or installments of assessments. If  
8 the association does not establish such a rate, delinquent  
9 assessments bear interest from the date of delinquency at the maximum  
10 rate calculated under RCW 19.52.020 on the date on which the  
11 assessments became delinquent.

12 ~~((19))~~ (18) The association is entitled to recover any costs  
13 and reasonable attorneys' fees incurred in connection with the  
14 collection of delinquent assessments, whether or not such collection  
15 activities result in a suit being commenced or prosecuted to  
16 judgment. The prevailing party is also entitled to recover costs and  
17 reasonable attorneys' fees in such suits, including any appeals, if  
18 it prevails on appeal and in the enforcement of a judgment.

19 ~~((20))~~ (19) To the extent not inconsistent with this section,  
20 the declaration may provide for such additional remedies for  
21 collection of assessments as may be permitted by law, except for  
22 nonjudicial foreclosure in the manner set forth under chapter 61.24  
23 RCW for nonjudicial foreclosure of deeds of trust.

24 ~~((21))~~ (20) An association may not commence an action to  
25 foreclose a lien on a unit under this section unless:

26 (a) The unit owner, at the time the action is commenced, owes at  
27 least a sum equal to the greater of:

28 (i) Three months or more of assessments, not including fines,  
29 late charges, interest, attorneys' fees, or costs incurred by the  
30 association in connection with the collection of a delinquent owner's  
31 account; or

32 (ii) \$200 of assessments, not including fines, late charges,  
33 interest, attorneys' fees, or costs incurred by the association in  
34 connection with the collection of a delinquent owner's account;

35 (b) At or after the date that assessments have become past due  
36 for at least 90 days, the association has mailed, by first-class  
37 mail, to the owner, at the unit address and to any other address  
38 which the owner has provided to the association, a notice of  
39 delinquency, which shall state as follows:



1 (a) The current budget, detailed records of receipts and  
2 expenditures affecting the operation and administration of the  
3 association, and other appropriate accounting records within the last  
4 seven years;

5 (b) Minutes of all meetings of its unit owners and board other  
6 than executive sessions, a record of all actions taken by the unit  
7 owners or board without a meeting, and a record of all actions taken  
8 by a committee in place of the board on behalf of the association;

9 (c) ~~((The))~~ A complete and accurate list of unit owners,  
10 including the names of current unit owners, listed telephone numbers,  
11 addresses, and email addresses used by the association to communicate  
12 with them, and the number of votes allocated to each unit;

13 (d) Its original or restated declaration, organizational  
14 documents, all amendments to the declaration and organizational  
15 documents, and all rules currently in effect, including information  
16 regarding assessments;

17 (e) All financial statements and tax returns of the association  
18 for the past seven years;

19 (f) A complete and accurate list of the names ((and)), listed  
20 telephone numbers, addresses, and email addresses of its current  
21 board members and officers;

22 (g) Its most recent annual report delivered to the secretary of  
23 state, if any;

24 (h) Financial and other records sufficiently detailed to enable  
25 the association to comply with RCW 64.90.640;

26 (i) Copies of contracts to which it is or was a party within the  
27 last seven years;

28 (j) Materials relied upon by the board or any committee to  
29 approve or deny any requests for design or architectural approval for  
30 a period of seven years after the decision is made;

31 (k) Materials relied upon by the board or any committee  
32 concerning a decision to enforce the governing documents for a period  
33 of seven years after the decision is made;

34 (l) Copies of insurance policies under which the association is a  
35 named insured;

36 (m) Any current warranties provided to the association;

37 (n) Copies of all notices provided to unit owners or the  
38 association in accordance with this chapter or the governing  
39 documents; and

1 (o) Ballots, proxies, absentee ballots, and other records related  
2 to voting by unit owners for one year after the election, action, or  
3 vote to which they relate.

4 (2) Subject to subsections (3) and (4) of this section, all  
5 records required to be retained by an association must be made  
6 available for examination and copying by all unit owners, holders of  
7 mortgages on the units, and their respective authorized agents as  
8 follows, unless agreed otherwise:

9 (a) During reasonable business hours or at a mutually convenient  
10 time and location; and

11 (b) At the offices of the association or its managing agent.

12 (3) Records retained by an association may be withheld from  
13 inspection and copying to the extent that they concern:

14 (a) Personnel and medical records relating to specific  
15 individuals;

16 (b) Contracts, leases, and other commercial transactions to  
17 purchase or provide goods or services currently being negotiated;

18 (c) Existing or potential litigation or mediation, arbitration,  
19 or administrative proceedings;

20 (d) Existing or potential matters involving federal, state, or  
21 local administrative or other formal proceedings before a  
22 governmental tribunal for enforcement of the governing documents;

23 (e) Legal advice or communications that are otherwise protected  
24 by the attorney-client privilege or the attorney work product  
25 doctrine, including communications with the managing agent or other  
26 agent of the association;

27 (f) Information the disclosure of which would violate a court  
28 order or law;

29 (g) Records of an executive session of the board;

30 (h) Individual unit files other than those of the requesting unit  
31 owner;

32 (i) ~~((Unlisted))~~ The unlisted telephone number ~~((or))~~ of any unit  
33 owner or resident;

34 (j) The electronic address of any unit owner or resident upon  
35 request of the unit owner to the association;

36 ~~((j))~~ (k) Security access information provided to the  
37 association for emergency purposes; or

38 ~~((k))~~ (l) Agreements that for good cause prohibit disclosure to  
39 the members.

1 (4) (a) An association may charge (~~(a reasonable fee)~~) the actual  
2 cost for producing and providing copies of any records under this  
3 section and for supervising the unit owner's inspection.

4 (b) An association may not charge any costs for providing copies  
5 of any records under this section through an electronic transmission.

6 (5) (a) A right to copy records under this section includes the  
7 right to receive copies by photocopying or other means, including  
8 through an electronic transmission if available upon request by the  
9 unit owner.

10 (b) An association must prioritize providing copies of records  
11 through an electronic transmission to a unit owner's email address if  
12 available upon request by the unit owner.

13 (6) An association is not obligated to compile or synthesize  
14 information.

15 (7) Information provided pursuant to this section may not be used  
16 for commercial purposes.

17 (8) An association's managing agent must deliver all of the  
18 association's original books and records to the association  
19 immediately upon termination of its management relationship with the  
20 association, or upon such other demand as is made by the board. An  
21 association managing agent may keep copies of the association records  
22 at its own expense.

23 (9) Information retained pursuant to subsection (1)(d) of this  
24 section must be accessible on an association's website, if any.

25 **Sec. 23.** RCW 64.90.635 and 2018 c 277 s 408 are each amended to  
26 read as follows:

27 (1) The purchaser may cancel a contract for the purchase of the  
28 unit within seven days after first receiving the public offering  
29 statement. If the public offering statement is first provided to a  
30 purchaser more than seven days before execution of a contract for the  
31 purchase of a unit, or before mutual acceptance of a written  
32 agreement between the purchaser and the offeror for the purchase and  
33 sale of a unit upon request of the purchaser, the purchaser does not  
34 have the right under this section to cancel the executed contract. If  
35 the public offering statement is first provided to a purchaser seven  
36 days or less before the purchaser signs a contract for the purchase  
37 of a unit, the purchaser, before conveyance of the unit to the  
38 purchaser, may cancel the contract by delivering, no later than the  
39 seventh day after first receiving the public offering statement, a

1 notice of cancellation, delivered pursuant to subsection (3) of this  
2 section. If the public offering statement is first provided to a  
3 purchaser less than seven days before the closing date for the  
4 conveyance of that unit, the purchaser may, before conveyance of the  
5 unit to the purchaser, extend the closing date to a date not more  
6 than seven days after the purchaser first received the public  
7 offering statement.

8 (2) A purchaser does not have the right under this section to  
9 cancel a contract upon receipt of an amendment to a public offering  
10 statement. This subsection must not be construed to eliminate any  
11 right that is otherwise available to the purchaser under generally  
12 applicable contract law to rescind the contract due to the disclosure  
13 of the information in the amendment.

14 (3) If a purchaser elects to cancel a contract under subsection  
15 (1) of this section, the purchaser may do so by hand-delivering  
16 notice of cancellation, or by mailing notice of cancellation by  
17 prepaid United States mail, to the declarant at the address set forth  
18 in the public offering statement or at the address of the declarant's  
19 registered agent for service of process. The date of such notice is  
20 the date of receipt of delivery, if hand-delivered, or the date of  
21 deposit in the United States mail, if mailed. Cancellation is without  
22 penalty, and all payments made to the seller by the purchaser before  
23 cancellation must be refunded promptly. There is no liability for  
24 failure to deliver any amendment unless such failure would have  
25 entitled the purchaser under generally applicable legal principles to  
26 cancel the contract for the purchase of the unit had the undisclosed  
27 information been evident to the purchaser before the closing of the  
28 purchase.

29 (4) The language of the notice required under RCW 64.90.610(2)(a)  
30 must not be construed to modify the rights set forth in this section.

31 **Sec. 24.** RCW 64.90.640 and 2022 c 27 s 6 are each amended to  
32 read as follows:

33 (1) Except in the case of a sale when delivery of a public  
34 offering statement is required, or unless exempt under RCW  
35 64.90.600(2), a unit owner must furnish to a purchaser either before  
36 mutual acceptance of a written agreement between the purchaser and  
37 the unit owner for the purchase and sale of a unit upon request of  
38 the purchaser, or before execution of any contract for sale of a  
39 unit, or otherwise before conveyance, a resale certificate, signed by



1 an officer or authorized agent of the association and based on the  
2 books and records of the association and the actual knowledge of the  
3 person signing the certificate, containing:

4 (a) A statement disclosing any right of first refusal or other  
5 restraint on the free alienability of the unit contained in the  
6 declaration;

7 (b) With respect to the selling unit owner's unit, a statement  
8 setting forth the amount of any assessment currently due, any  
9 delinquent assessments, and a statement of any special assessments  
10 that have been levied and have not been paid even though not yet due;

11 (c) A statement, which must be current to within 45 days, of any  
12 assessments against any unit in the condominium that are past due  
13 over 30 days;

14 (d) A statement, which must be current to within 45 days, of any  
15 monetary obligation of the association that is past due over 30 days;

16 (e) A statement of any other fees payable to the association by  
17 unit owners;

18 (f) A statement of any expenditure or anticipated repair or  
19 replacement cost reasonably anticipated to be in excess of five  
20 percent of the board-approved annual budget of the association,  
21 regardless of whether the unit owners are entitled to approve such  
22 cost;

23 (g) A statement whether the association does or does not have a  
24 reserve study prepared in accordance with RCW 64.90.545 and  
25 64.90.550;

26 (h) The annual financial statement of the association, including  
27 the audit report if it has been prepared, for the year immediately  
28 preceding the current year;

29 (i) The most recent balance sheet and revenue and expense  
30 statement, if any, of the association;

31 (j) The current operating budget of the association;

32 (k) A statement of any unsatisfied judgments against the  
33 association and the status of any legal actions in which the  
34 association is a party or a claimant as defined in RCW 64.50.010;

35 (l) A statement describing any insurance coverage carried by the  
36 association and contact information for the association's insurance  
37 broker or agent;

38 (m) A statement as to whether the board has given or received  
39 notice in a record that any existing uses, occupancies, alterations,  
40 or improvements in or to the seller's unit or to the limited common

1 elements allocated to the unit violate any provision of the governing  
2 documents;

3 (n) A statement of the number of units, if any, still owned by  
4 the declarant, whether the declarant has transferred control of the  
5 association to the unit owners, and the date of such transfer;

6 (o) A statement as to whether the board has received notice in a  
7 record from a governmental agency of any violation of environmental,  
8 health, or building codes with respect to the seller's unit, the  
9 limited common elements allocated to that unit, or any other portion  
10 of the common interest community that has not been cured;

11 (p) A statement of the remaining term of any leasehold estate  
12 affecting the common interest community and the provisions governing  
13 any extension or renewal of the leasehold estate;

14 (q) A statement of any restrictions in the declaration affecting  
15 the amount that may be received by a unit owner upon sale;

16 (r) In a cooperative, an accountant's statement, if any was  
17 prepared, as to the deductibility for federal income tax purposes by  
18 the unit owner of real estate taxes and interest paid by the  
19 association;

20 (s) A statement describing any pending sale or encumbrance of  
21 common elements;

22 (t) A statement disclosing the effect on the unit to be conveyed  
23 of any restrictions on the owner's right to use or occupy the unit or  
24 to lease the unit to another person;

25 (u) A copy of the declaration, the organizational documents, the  
26 rules or regulations of the association, the minutes of board  
27 meetings and association meetings, except for any information exempt  
28 from disclosure under RCW 64.90.495(3), for the last 12 months, a  
29 summary of the current reserve study for the association, and any  
30 other information reasonably requested by mortgagees of prospective  
31 purchasers of units. Information requested generally by the federal  
32 national mortgage association, the federal home loan bank board, the  
33 government national mortgage association, the veterans  
34 administration, or the department of housing and urban development is  
35 deemed reasonable if the information is reasonably available to the  
36 association;

37 (v) A statement whether the units or common elements of the  
38 common interest community are covered by a qualified warranty under  
39 chapter 64.35 RCW and, if so, a history of claims known to the  
40 association as having been made under any such warranty;

1 (w) A description of any age-related occupancy restrictions  
2 affecting the common interest community;

3 (x) A statement describing any requirements related to electric  
4 vehicle charging stations located in the unit or the limited common  
5 elements allocated to the unit, including application status,  
6 insurance information, maintenance responsibilities, and any  
7 associated costs; and

8 (y) If the association does not have a reserve study that has  
9 been prepared in accordance with RCW 64.90.545 and 64.90.550 or its  
10 governing documents, the following disclosure:

11 "This association does not have a current reserve study. The lack  
12 of a current reserve study poses certain risks to you, the purchaser.  
13 Insufficient reserves may, under some circumstances, require you to  
14 pay on demand as a special assessment your share of common expenses  
15 for the cost of major maintenance, repair, or replacement of a common  
16 element."

17 (2) The association, within 10 days after a request by a unit  
18 owner, and subject to the payment of any fees imposed pursuant to RCW  
19 64.90.405(2)(m), must furnish a resale certificate signed by an  
20 officer or authorized agent of the association and containing the  
21 information necessary to enable the unit owner to comply with this  
22 section. For the purposes of this chapter, a reasonable charge for  
23 the preparation of a resale certificate may not exceed \$275. The  
24 association may charge a unit owner a nominal fee not to exceed \$100  
25 for updating a resale certificate within six months of the unit  
26 owner's request. A unit owner is not liable to the purchaser for any  
27 erroneous information provided by the association and included in the  
28 certificate.

29 (3)(a) A purchaser is not liable for any unpaid assessment or fee  
30 greater than the amount set forth in the certificate prepared by the  
31 association.

32 (b) A unit owner is not liable to a purchaser for the failure or  
33 delay of the association to provide the certificate in a timely  
34 manner, but the purchase contract is voidable by the purchaser until  
35 the certificate has been provided and for five days thereafter or  
36 until conveyance, whichever occurs first.

37 NEW SECTION. **Sec. 25.** A new section is added to chapter 64.90  
38 RCW to read as follows:

1 (1) The attorney general may issue a cease and desist letter to  
2 any declarant, unit owners' association, managing agent of a unit  
3 owners' association, or other agent of a unit owners' association to  
4 restrain and prevent a pattern of failure to follow the requirements  
5 of this chapter. If the recipient of a cease and desist letter does  
6 not comply within five calendar days of receipt of the letter, the  
7 attorney general may file an action in superior court at any time  
8 thereafter to enforce the cease and desist letter. If the court finds  
9 that the declarant, unit owners' association, managing agent of a  
10 unit owners' association, or other agent of a unit owners'  
11 association violated this chapter and failed to comply with a cease  
12 and desist letter, the court shall enjoin the declarant, unit owners'  
13 association, managing agent of a unit owners' association, or other  
14 agent of a unit owners' association from engaging in conduct that  
15 violates this chapter and shall impose a civil penalty of not more  
16 than \$5,000 per violation of the cease and desist letter. In any  
17 successful action to enforce a cease and desist letter under this  
18 chapter, the court shall award the attorney general the costs of  
19 bringing the action, including reasonable investigative costs and  
20 reasonable attorneys' fees. The remedies under this subsection are in  
21 addition to any other remedies a court may order under subsection (2)  
22 of this section.

23 (2) The legislature finds that the practices covered by this  
24 chapter are matters vitally affecting the public interest for the  
25 purpose of applying the consumer protection act, chapter 19.86 RCW. A  
26 pattern of violations of this chapter by a declarant, unit owners'  
27 association, managing agent of a unit owners' association, or other  
28 agent of a unit owners' association, evidenced by the issuance of two  
29 or more cease and desist letters pursuant to subsection (1) of this  
30 section, is not reasonable in relation to the development and  
31 preservation of business and is an unfair or deceptive act in trade  
32 or commerce and an unfair method of competition for purposes of  
33 applying the consumer protection act, chapter 19.86 RCW.

34 (3) Remedies provided by chapter 19.86 RCW are cumulative and not  
35 exclusive.

36 NEW SECTION. **Sec. 26.** If any provision of this act or its  
37 application to any person or circumstance is held invalid, the  
38 remainder of the act or the application of the provision to other  
39 persons or circumstances is not affected.

1        NEW SECTION.    **Sec. 27.**    This act takes effect April 1, 2024.

--- **END** ---