
SENATE BILL 6000

State of Washington

61st Legislature

2009 Regular Session

By Senators Fraser, Benton, Tom, and Roach

Read first time 02/12/09. Referred to Committee on Financial Institutions, Housing & Insurance.

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

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

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

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

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If
14 the question clearly does not apply to the property write "NA." If the
15 answer is "yes" to any * items, please explain on attached sheets.
16 Please refer to the line number(s) of the question(s) when you provide
17 your explanation(s). For your protection you must date and sign each
18 page of this disclosure statement and each attachment. Delivery of the

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

4 NOTICE TO THE BUYER

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

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

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

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

32 Seller is/ is not occupying the property.

33

I. SELLER'S DISCLOSURES:

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

4 **1. TITLE**

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

40 **2. WATER**

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

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

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

10 DATE SELLER SELLER

11 NOTICE TO BUYER

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

17 **II. BUYER'S ACKNOWLEDGMENT**

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

36 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY
37 SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME
38 SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER
39 OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM
40 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO
41 RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN
42 STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE
43 RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE
44 AGREEMENT.

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

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

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

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

20 INSTRUCTIONS TO THE SELLER

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

30 NOTICE TO THE BUYER

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32 PROPERTY LOCATED AT
33 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

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

22 Seller is/ is not occupying the property.

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I. SELLER'S DISCLOSURES:

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

1. TITLE

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Do you have legal authority to sell the property? If no, please explain. |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *B. Is title to the property subject to any of the following?
(1) First right of refusal
(2) Option
(3) Lease or rental agreement
(4) Life estate? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any encroachments, boundary agreements, or boundary disputes? |

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

Yes No Don't know

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

Yes No Don't know

C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?

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

Yes No Don't know

* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?
(2) When was it last pumped:
.....

Yes No Don't know

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

Don't know

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

By whom:

Don't know

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

Yes No Don't know

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

Yes No Don't know

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

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.
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5. SYSTEMS AND FIXTURES

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

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Electrical system, including wiring, switches, outlets, and service |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Plumbing system, including pipes, faucets, fixtures, and toilets |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Hot water tank |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Garbage disposal |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Appliances |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Sump pump |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Heating and cooling systems |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | Security system
<input type="checkbox"/> Owned <input type="checkbox"/> Leased |
| | | | Other |

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

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

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS

- | | | | |
|------------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | A. Is there a Homeowners' Association? Name of Association <u>and contact information for a member of the board</u> of <u>directors</u> :
.....
<u>If yes, please provide the association's most recent financial statement or statements, minutes from the association's meetings from the past year, a copy of the covenant, bylaws, rules, and any fining policy.</u> |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | B. Are there regular periodic assessments:
\$. . . per <input type="checkbox"/> Month <input type="checkbox"/> Year
<input type="checkbox"/> Other |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Don't know | *C. Are there any pending special assessments? |

1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*D. Are there any shared "common areas" or any joint maintenance
2				agreements (facilities such as walls,
3				fences, landscaping, pools, tennis
4				courts, walkways, or other areas co-
5				owned in undivided interest with
6				others)?
7				
8				7. ENVIRONMENTAL
9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*A. Have there been any drainage
10				problems on the property?
11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*B. Does the property contain fill
12				material?
13	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*C. Is there any material damage to the
14				property from fire, wind, floods, beach
15				movements, earthquake, expansive
16				soils, or landslides?
17	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	D. Are there any shorelines, wetlands,
18				floodplains, or critical areas on the
19				property?
20	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*E. Are there any substances,
21				materials, or products on the property
22				that may be environmental concerns,
23				such as asbestos, formaldehyde, radon
24				gas, lead-based paint, fuel or chemical
25				storage tanks, or contaminated soil or
26				water?
27	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*F. Has the property been used for
28				commercial or industrial purposes?
29	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*G. Is there any soil or groundwater
30				contamination?
31	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*H. Are there transmission poles,
32				transformers, or other utility equipment
33				installed, maintained, or buried on the
34				property?
35	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*I. Has the property been used as a
36				legal or illegal dumping site?
37	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*J. Has the property been used as an
38				illegal drug manufacturing site?
39	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't know	*K. Are there any radio towers in the
40				area that may cause interference with
41				telephone reception?
42				
43				8. MANUFACTURED AND
44				MOBILE HOMES
45				If the property includes a manufactured
				or mobile home,

- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature.

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

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

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

(3) 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.

--- END ---