

SEE ENVIRONMENTAL SECTION, Item 17 FOR RADON REQUIREMENT

See also: <http://assembly.state.ny.us/leg/?bn=So5339&sh=1>

Friday, January 18, 2002

Bill Text - S05339

S T A T E O F N E W Y O R K

5339--A

2001-2002 Regular Sessions

I N S E N A T E

May 17, 2001

Introduced by Sen. LIBOUS -- read twice and ordered printed, and when printed to be committed to the Committee on Rules committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee AN ACT to amend the real property law, in relation to disclosure of defects by owners of residential real property upon the sale thereof THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Legislative findings. The legislature hereby finds and
2 declares that residential real estate consumers, both buyers and sellers
3 would benefit from a mechanism intended to increase their ability to
4 obtain information concerning a home purchase and sale. The legislature
5 recognizes that home ownership sales are often complicated by misunder-
6 standings arising from an ad hoc transfer process and conflicting infor-
7 mation. A uniform document that regularizes disclosure can supplement
8 information provided by professional inspections and tests to provide
9 sellers and buyers with a better basis for negotiating a purchase and
10 sales agreement. A uniform disclosure statement will alert both buyers
11 and sellers to aspects of properties which may require attention: envi-
12 ronmental, structural, mechanical or other potential problem areas,
13 particularly those not readily observable by a visual inspection of the
14 property.

15 This act is not intended to and does not diminish the responsibility
16 of buyers to carefully examine the property which they intend to
17 purchase and public records pertaining to the property and, in fact,
18 highlights the importance of professional inspections and environmental
19 tests. This act is not intended to and does not limit existing responsi-
20 bilities by a seller, buyer or agent concerning the condition of the
21 property or potential liabilities or remedies at law, statute or in
22 equity.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets

{ } is old law to be omitted.

LBD05050-02-1

1 This act will significantly improve the transfer process and better
2 serve the interests of all parties to a home purchase. It will increase
3 clarity regarding the nature of the property and will provide greater
4 certainty to contracts entered into by better informed buyers and sell-
5 ers.

6 S 2. The real property law is amended by adding a new article 14 to
7 read as follows:

8 ARTICLE 14
9 PROPERTY CONDITION DISCLOSURE IN THE SALE OF RESIDENTIAL REAL
10 PROPERTY

- 11 SECTION 460. SHORT TITLE.
- 12 461. DEFINITIONS.
- 13 462. PROPERTY CONDITION DISCLOSURE STATEMENT.
- 14 463. EXEMPTIONS.
- 15 464. REVISION.
- 16 465. REMEDY.
- 17 466. DUTY OF AN AGENT.
- 18 467. LIABILITY.

19 S 460. SHORT TITLE. THIS ARTICLE SHALL BE KNOWN AND MAY BE CITED AS
20 THE "PROPERTY CONDITION DISCLOSURE ACT".

21 S 461. DEFINITIONS. AS USED IN THIS ARTICLE, THE FOLLOWING TERMS SHALL
22 HAVE THE FOLLOWING MEANINGS:

23 1. "AGENT" MEANS A PERSON WHO IS LICENSED AS A REAL ESTATE BROKER OR A
24 REAL ESTATE SALESPERSON PURSUANT TO SECTION FOUR HUNDRED FORTY-A OF THIS
25 CHAPTER AND IS ACTING IN A FIDUCIARY CAPACITY.

26 2. "BINDING CONTRACT OF SALE" MEANS A REAL ESTATE PURCHASE CONTRACT OR
27 OFFER THAT WOULD, UPON SIGNING BY THE SELLER AND SUBJECT TO SATISFACTION
28 OF ANY CONTINGENCIES, REQUIRE THE BUYER TO ACCEPT A TRANSFER OF TITLE.

29 3. "KNOWLEDGE" MEANS ONLY ACTUAL KNOWLEDGE OF A DEFECT OR CONDITION ON
30 THE PART OF THE SELLER OF RESIDENTIAL REAL PROPERTY.

31 4. "REAL ESTATE PURCHASE CONTRACT" MEANS ANY OF THE FOLLOWING:

32 (A) A CONTRACT WHICH PROVIDES FOR THE PURCHASE AND SALE OR EXCHANGE OF
33 RESIDENTIAL REAL PROPERTY;

34 (B) A LEASE WITH AN OPTION TO PURCHASE RESIDENTIAL REAL PROPERTY;

35 (C) A LEASE-WITH-OBLIGATION-TO-PURCHASE AGREEMENT FOR RESIDENTIAL REAL
36 PROPERTY; OR

37 (D) AN INSTALLMENT LAND SALE CONTRACT FOR RESIDENTIAL REAL PROPERTY.

38 5. "RESIDENTIAL REAL PROPERTY" MEANS REAL PROPERTY IMPROVED BY A ONE
39 TO FOUR FAMILY DWELLING USED OR OCCUPIED, OR INTENDED TO BE USED OR
40 OCCUPIED, WHOLLY OR PARTLY, AS THE HOME OR RESIDENCE OF ONE OR MORE
41 PERSONS, BUT SHALL NOT REFER TO (A) UNIMPROVED REAL PROPERTY UPON WHICH
42 SUCH DWELLINGS ARE TO BE CONSTRUCTED, OR (B) CONDOMINIUM UNITS OR COOP-
43 ERATIVE APARTMENTS, OR (C) PROPERTY IN A HOMEOWNERS` ASSOCIATION THAT IS
44 NOT OWNED IN FEE SIMPLE BY THE SELLER.

45 6. "TRANSFER OF TITLE" MEANS DELIVERY OF A PROPERLY EXECUTED INSTRU-
46 MENT CONVEYING TITLE TO RESIDENTIAL REAL PROPERTY AND SHALL INCLUDE
47 DELIVERY OF A REAL ESTATE PURCHASE CONTRACT THAT IS A LEASE OR INSTALL-
48 MENT LAND SALE CONTRACT.

49 S 462. PROPERTY CONDITION DISCLOSURE STATEMENT. 1. EXCEPT AS IS
50 PROVIDED IN SECTION FOUR HUNDRED SIXTY-THREE OF THIS ARTICLE, EVERY
51 SELLER OF RESIDENTIAL REAL PROPERTY PURSUANT TO A REAL ESTATE PURCHASE
52 CONTRACT SHALL COMPLETE AND SIGN A PROPERTY CONDITION DISCLOSURE STATE-
53 MENT AS PRESCRIBED BY SUBDIVISION TWO OF THIS SECTION AND CAUSE IT, OR A
54 COPY THEREOF, TO BE DELIVERED TO A BUYER OR BUYER`S AGENT PRIOR TO THE
55 SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE. A COPY OF THE PROP-
56 ERTY CONDITION DISCLOSURE STATEMENT CONTAINING THE SIGNATURES OF BOTH

1 SELLER AND BUYER SHALL BE ATTACHED TO THE REAL ESTATE PURCHASE CONTRACT.
2 NOTHING CONTAINED IN THIS ARTICLE OR THIS DISCLOSURE STATEMENT IS
3 INTENDED TO PREVENT THE PARTIES TO A CONTRACT OF SALE FROM ENTERING INTO
4 AGREEMENTS OF ANY KIND OR NATURE WITH RESPECT TO THE PHYSICAL CONDITION
5 OF THE PROPERTY TO BE SOLD, INCLUDING, BUT NOT LIMITED TO, AGREEMENTS
6 FOR THE SALE OF REAL PROPERTY "AS IS".

7 2. THE FOLLOWING SHALL BE THE DISCLOSURE FORM:

8 PROPERTY CONDITION DISCLOSURE STATEMENT

9 NAME OF SELLER OR SELLERS:

10 PROPERTY ADDRESS:

11 THE PROPERTY CONDITION DISCLOSURE ACT REQUIRES THE SELLER OF RESIDEN-
12 TIAL REAL PROPERTY TO CAUSE THIS DISCLOSURE STATEMENT OR A COPY THEREOF
13 TO BE DELIVERED TO A BUYER OR BUYER'S AGENT PRIOR TO THE SIGNING BY THE
14 BUYER OF A BINDING CONTRACT OF SALE.

15 PURPOSE OF STATEMENT: THIS IS A STATEMENT OF CERTAIN CONDITIONS AND
16 INFORMATION CONCERNING THE PROPERTY KNOWN TO THE SELLER. THIS DISCLOSURE
17 STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT
18 REPRESENTING THE SELLER IN THIS TRANSACTION. IT IS NOT A SUBSTITUTE FOR
19 ANY INSPECTIONS OR TESTS AND THE BUYER IS ENCOURAGED TO OBTAIN HIS OR
20 HER OWN INDEPENDENT PROFESSIONAL INSPECTIONS AND ENVIRONMENTAL TESTS AND
21 ALSO IS ENCOURAGED TO CHECK PUBLIC RECORDS PERTAINING TO THE PROPERTY.

22 A KNOWINGLY FALSE OR INCOMPLETE STATEMENT BY THE SELLER ON THIS FORM
23 MAY SUBJECT THE SELLER TO CLAIMS BY THE BUYER PRIOR TO OR AFTER THE
24 TRANSFER OF TITLE. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY
25 PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO
26 THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL
27 RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS
28 AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.

29 "RESIDENTIAL REAL PROPERTY" MEANS REAL PROPERTY IMPROVED BY A ONE TO
30 FOUR FAMILY DWELLING USED OR OCCUPIED, OR INTENDED TO BE USED OR OCCU-
31 PIED, WHOLLY OR PARTLY, AS THE HOME OR RESIDENCE OF ONE OR MORE PERSONS,
32 BUT SHALL NOT REFER TO (A) UNIMPROVED REAL PROPERTY UPON WHICH SUCH
33 DWELLINGS ARE TO BE CONSTRUCTED OR (B) CONDOMINIUM UNITS OR COOPERATIVE
34 APARTMENTS OR (C) PROPERTY ON A HOMEOWNERS' ASSOCIATION THAT IS NOT
35 OWNED IN FEE SIMPLE BY THE SELLER.

36 INSTRUCTIONS TO THE SELLER:

37 (A) ANSWER ALL QUESTIONS BASED UPON YOUR ACTUAL KNOWLEDGE.

38 (B) ATTACH ADDITIONAL PAGES WITH YOUR SIGNATURE IF ADDITIONAL SPACE IS
39 REQUIRED.

40 (C) COMPLETE THIS FORM YOURSELF.

41 (D) IF SOME ITEMS DO NOT APPLY TO YOUR PROPERTY, CHECK "NA" (NON-AP-
42 PPLICABLE). IF YOU DO NOT KNOW THE ANSWER CHECK "UNKN" (UNKNOWN).

43 SELLER'S STATEMENT: THE SELLER MAKES THE FOLLOWING REPRESENTATIONS TO
44 THE BUYER BASED UPON THE SELLER'S ACTUAL KNOWLEDGE AT THE TIME OF SIGN-
45 ING THIS DOCUMENT. THE SELLER AUTHORIZES HIS OR HER AGENT, IF ANY, TO
46 PROVIDE A COPY OF THIS STATEMENT TO A PROSPECTIVE BUYER OF THE RESIDEN-
47 TIAL REAL PROPERTY. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER
48 AND ARE NOT THE REPRESENTATIONS OF THE SELLER'S AGENT.

49 GENERAL INFORMATION

50 1. HOW LONG HAVE YOU OWNED THE PROPERTY?

51 2. HOW LONG HAVE YOU OCCUPIED THE PROPERTY?

52 3. WHAT IS THE AGE OF THE STRUCTURE OR STRUCTURES? NOTE TO BUYER--IF
53 THE STRUCTURE WAS BUILT BEFORE 1978 YOU ARE ENCOURAGED TO INVESTI-
54 GATE FOR THE PRESENCE OF LEAD BASED PAINT.

- 1 4. DOES ANYBODY OTHER THAN YOURSELF HAVE A LEASE, EASEMENT OR ANY
2 OTHER RIGHT TO USE OR OCCUPY ANY PART OF YOUR PROPERTY OTHER THAN
3 THOSE STATED IN DOCUMENTS AVAILABLE IN THE PUBLIC RECORD, SUCH AS
4 RIGHTS TO USE A ROAD OR PATH OR CUT TREES OR CROPS. YES NO UNKN NA
5 5. DOES ANYBODY ELSE CLAIM TO OWN ANY PART OF YOUR PROPERTY? YES NO
6 UNKN NA (IF YES, EXPLAIN BELOW)
7 6. HAS ANYONE DENIED YOU ACCESS TO THE PROPERTY OR MADE A FORMAL LEGAL
8 CLAIM CHALLENGING YOUR TITLE TO THE PROPERTY? YES NO UNKN NA (IF
9 YES, EXPLAIN BELOW)
10 7. ARE THERE ANY FEATURES OF THE PROPERTY SHARED IN COMMON WITH
11 ADJOINING LAND OWNERS OR A HOMEOWNERS ASSOCIATION, SUCH AS WALLS,
12 FENCES OR DRIVEWAYS? YES NO UNKN NA (IF YES DESCRIBE BELOW)
13 8. ARE THERE ANY ELECTRIC OR GAS UTILITY SURCHARGES FOR LINE EXTEN-
14 SIONS, SPECIAL ASSESSMENTS OR HOMEOWNER OR OTHER ASSOCIATION FEES
15 THAT APPLY TO THE PROPERTY? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
16 9. ARE THERE CERTIFICATES OF OCCUPANCY RELATED TO THE PROPERTY? YES
17 NO UNKN NA (IF NO, EXPLAIN BELOW)

18 ENVIRONMENTAL

19 NOTE TO SELLER - IN THIS SECTION, YOU WILL BE ASKED QUESTIONS REGARD-
20 ING PETROLEUM PRODUCTS AND HAZARDOUS OR TOXIC SUBSTANCES THAT YOU KNOW
21 TO HAVE BEEN SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE PROPERTY
22 OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY. PETROLEUM PRODUCTS MAY
23 INCLUDE, BUT ARE NOT LIMITED TO, GASOLINE, DIESEL FUEL, HOME HEATING
24 FUEL, AND LUBRICANTS. HAZARDOUS OR TOXIC SUBSTANCES ARE PRODUCTS THAT
25 COULD POSE SHORT- OR LONG-TERM DANGER TO PERSONAL HEALTH OR THE ENVIRON-
26 MENT IF THEY ARE NOT PROPERLY DISPOSED OF, APPLIED OR STORED. THESE
27 INCLUDE, BUT ARE NOT LIMITED TO, FERTILIZERS, PESTICIDES AND INSECTI-
28 CIDES, PAINT INCLUDING PAINT THINNER, VARNISH REMOVER AND WOOD PRESERVA-
29 TIVES, TREATED WOOD, CONSTRUCTION MATERIALS SUCH AS ASPHALT AND ROOFING
30 MATERIALS, ANTIFREEZE AND OTHER AUTOMOTIVE PRODUCTS, BATTERIES, CLEANING
31 SOLVENTS INCLUDING SEPTIC TANK CLEANERS, HOUSEHOLD CLEANERS AND POOL
32 CHEMICALS AND PRODUCTS CONTAINING MERCURY AND LEAD.

33 NOTE TO BUYER - IF CONTAMINATION OF THIS PROPERTY FROM PETROLEUM
34 PRODUCTS AND/OR HAZARDOUS OR TOXIC SUBSTANCES IS A CONCERN TO YOU, YOU
35 ARE URGED TO CONSIDER SOIL AND GROUNDWATER TESTING OF THIS PROPERTY.

36 10. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED FLOODPLAIN?
37 YES NO UNKN NA (IF YES, EXPLAIN BELOW)

- 38 11. IS ANY OR ALL OF THE PROPERTY LOCATED IN A DESIGNATED WETLAND?
39 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
40 12. IS THE PROPERTY LOCATED IN AN AGRICULTURAL DISTRICT? YES NO
41 UNKN NA (IF YES, EXPLAIN BELOW)
42 13. WAS THE PROPERTY EVER THE SITE OF A LANDFILL? YES NO UNKN NA
43 (IF YES, EXPLAIN BELOW)
44 14. ARE THERE OR HAVE THERE EVER BEEN FUEL STORAGE TANKS ABOVE OR
45 BELOW THE GROUND ON THE PROPERTY? YES NO UNKN NA IF YES, ARE
46 THEY CURRENTLY IN USE? YES NO UNKN NA LOCATION(S) ARE THEY LEAKING
47 OR HAVE THEY EVER LEAKED? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
48 15. IS THERE ASBESTOS IN THE STRUCTURE? YES NO UNKN NA (IF YES, STATE
49 LOCATION OR LOCATIONS BELOW)
50 16. IS LEAD PLUMBING PRESENT? YES NO UNKN NA (IF YES, STATE LOCATION
51 OR LOCATIONS BELOW)
52 17. HAS A RADON TEST BEEN DONE? YES NO UNKN NA (IF YES, ATTACH A COPY
53 OF THE REPORT)

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- 1 18. HAS MOTOR FUEL, MOTOR OIL, HOME HEATING FUEL, LUBRICATING OIL OR
2 ANY OTHER PETROLEUM PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR

3 TOXIC SUBSTANCE SPILLED, LEAKED OR OTHERWISE BEEN RELEASED ON THE
4 PROPERTY OR FROM THE PROPERTY ONTO ANY OTHER PROPERTY? YES NO
5 UNKN NA (IF YES, DESCRIBE BELOW)
6 19. HAS THE PROPERTY BEEN TESTED FOR THE PRESENCE OF MOTOR FUEL, MOTOR
7 OIL, HOME HEATING FUEL, LUBRICATING OIL, OR ANY OTHER PETROLEUM
8 PRODUCT, METHANE GAS, OR ANY HAZARDOUS OR TOXIC SUBSTANCE? YES NO
9 UNKN NA (IF YES, ATTACH REPORT(S))

10 STRUCTURAL

11 20. IS THERE ANY ROT OR WATER DAMAGE TO THE STRUCTURE OR STRUCTURES?
12 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
13 21. IS THERE ANY FIRE OR SMOKE DAMAGE TO THE STRUCTURE OR STRUCTURES?
14 YES NO UNKN NA (IF YES, EXPLAIN BELOW)
15 22. IS THERE ANY TERMITE, INSECT, RODENT OR PEST INFESTATION OR
16 DAMAGE? YES NO UNKN NA (IF YES, EXPLAIN BELOW)
17 23. HAS THE PROPERTY BEEN TESTED FOR TERMITE, INSECT, RODENT OR PEST
18 INFESTATION OR DAMAGE? YES NO UNKN NA (IF YES, PLEASE ATTACH
19 REPORT(S))
20 24. WHAT IS THE TYPE OF ROOF/ROOF COVERING (SLATE, ASPHALT, OTHER.)?
21 ANY KNOWN MATERIAL DEFECTS? HOW OLD IS THE ROOF? IS THERE A TRANS-
22 FERABLE WARRANTEE ON THE ROOF IN EFFECT NOW? YES NO UNKN NA (IF

- 23 YES, EXPLAIN BELOW)
- 24 25. ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING
- 25 STRUCTURAL SYSTEMS: FOOTINGS, BEAMS, GIRDERS, LINTELS, COLUMNS OR
- 26 PARTITIONS. YES NO UNKN NA (IF YES, EXPLAIN BELOW)
- 27 MECHANICAL SYSTEMS & SERVICES
- 28 26. WHAT IS THE WATER SOURCE (CIRCLE ALL THAT APPLY - WELL, PRIVATE,
- 29 MUNICIPAL, OTHER)? IF MUNICIPAL, IS IT METERED? YES NO UNKN NA
- 30 27. HAS THE WATER QUALITY AND/OR FLOW RATE BEEN TESTED? YES NO UNKN NA
- 31 (IF YES, DESCRIBE BELOW)
- 32 28. WHAT IS THE TYPE OF SEWAGE SYSTEM (CIRCLE ALL THAT APPLY - PUBLIC
- 33 SEWER, PRIVATE SEWER, SEPTIC OR CESSPOOL)? IF SEPTIC OR CESSPOOL,
- 34 AGE? _____ DATE LAST PUMPED? _____ FREQUENCY OF PUMPING?
- 35 _____ ANY KNOWN MATERIAL DEFECTS? YES NO UNKN NA (IF YES,
- 36 EXPLAIN BELOW)
- 37 29. WHO IS YOUR ELECTRIC SERVICE PROVIDER? _____ WHAT IS THE AMPER-
- 38 AGE? _____ DOES IT HAVE CIRCUIT BREAKERS OR FUSES? _____
- 39 PRIVATE OR PUBLIC POLES? _____ ANY KNOWN MATERIAL DEFECTS? YES
- 40 NO UNKN NA (IF YES, EXPLAIN BELOW)
- 41 30. ARE THERE ANY FLOODING, DRAINAGE OR GRADING PROBLEMS THAT RESULTED
- 42 IN STANDING WATER ON ANY PORTION OF THE PROPERTY? YES NO UNKN NA

43 (IF YES, STATE LOCATIONS AND EXPLAIN BELOW)
 44 31. DOES THE BASEMENT HAVE SEEPAGE THAT RESULTS IN STANDING WATER? YES
 45 NO UNKN NA (IF YES, EXPLAIN BELOW)
 46 ARE THERE ANY KNOWN MATERIAL DEFECTS IN ANY OF THE FOLLOWING (IF YES,
 47 EXPLAIN BELOW. USE ADDITIONAL SHEETS IF NECESSARY.):
 48 32. PLUMBING SYSTEM? YES NO UNKN NA
 49 33. SECURITY SYSTEM? YES NO UNKN NA
 50 34. CARBON MONOXIDE DETECTOR? YES NO UNKN NA
 51 35. SMOKE DETECTOR? YES NO UNKN NA
 52 36. FIRE SPRINKLER SYSTEM? YES NO UNKN NA
 53 37. SUMP PUMP? YES NO UNKN NA
 54 38. FOUNDATION/SLAB? YES NO UNKN NA

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1 39. INTERIOR WALLS/CEILINGS? YES NO UNKN NA
 2 40. EXTERIOR WALLS OR SIDING? YES NO UNKN NA
 3 41. FLOORS? YES NO UNKN NA
 4 42. CHIMNEY/FIREPLACE OR STOVE? YES NO UNKN NA
 5 43. PATIO/DECK? YES NO UNKN NA
 6 44. DRIVEWAY? YES NO UNKN NA

7 45. AIR CONDITIONER? YES NO UNKN NA
8 46. HEATING SYSTEM? YES NO UNKN NA
9 47. HOT WATER HEATER? YES NO UNKN NA
10 48. THE PROPERTY IS LOCATED IN THE FOLLOWING SCHOOL DISTRICT UNKN
11 NOTE: BUYER IS ENCOURAGED TO CHECK PUBLIC RECORDS CONCERNING THE PROP-
12 ERTY (E.G. TAX RECORDS AND WETLAND AND FLOOD PLAIN MAPS)
13 THE SELLER SHOULD USE THIS AREA TO FURTHER EXPLAIN ANY ITEM ABOVE. IF
14 NECESSARY, ATTACH ADDITIONAL PAGES AND INDICATE HERE THE NUMBER OF ADDI-
15 TIONAL PAGES ATTACHED.

16 _____
17 _____
18 _____
19 _____

20 SELLER`S CERTIFICATION: SELLER CERTIFIES THAT THE INFORMATION IN THIS
21 PROPERTY CONDITION DISCLOSURE STATEMENT IS TRUE AND COMPLETE TO THE
22 SELLER`S ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE SELLER. IF A
23 SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES KNOWLEDGE WHICH RENDERS
24 MATERIALLY INACCURATE A PROPERTY CONDITION DISCLOSURE STATEMENT PROVIDED
25 PREVIOUSLY, THE SELLER SHALL DELIVER A REVISED PROPERTY CONDITION
26 DISCLOSURE STATEMENT TO THE BUYER AS SOON AS PRACTICABLE. IN NO EVENT,
27 HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE A REVISED PROPERTY CONDI-

28 TION DISCLOSURE STATEMENT AFTER THE TRANSFER OF TITLE FROM THE SELLER TO
29 THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER IS EARLIER.

30 SELLER _____ DATE _____

31 SELLER _____ DATE _____

32 BUYER'S ACKNOWLEDGMENT: BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS
33 STATEMENT AND BUYER UNDERSTANDS THAT THIS INFORMATION IS A STATEMENT OF
34 CERTAIN CONDITIONS AND INFORMATION CONCERNING THE PROPERTY KNOWN TO THE
35 SELLER. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR SELLER'S AGENT
36 AND IS NOT A SUBSTITUTE FOR ANY HOME, PEST, RADON OR OTHER INSPECTIONS
37 OR TESTING OF THE PROPERTY OR INSPECTION OF THE PUBLIC RECORDS.

38 BUYER _____ DATE _____

39 BUYER _____ DATE _____

40 3. NOTHING IN THIS ARTICLE SHALL REQUIRE A SELLER TO UNDERTAKE OR
41 PROVIDE FOR ANY INVESTIGATION OR INSPECTION OF HIS OR HER RESIDENTIAL
42 REAL PROPERTY OR TO CHECK ANY PUBLIC RECORDS.

43 S 463. EXEMPTIONS. A PROPERTY CONDITION DISCLOSURE STATEMENT SHALL NOT
44 BE REQUIRED IN CONNECTION WITH ANY OF THE FOLLOWING TRANSFERS OF RESI-
45 DENTIAL REAL PROPERTY:

46 1. A TRANSFER PURSUANT TO A COURT ORDER, INCLUDING, BUT NOT LIMITED
47 TO, A TRANSFER ORDER BY A PROBATE COURT DURING THE ADMINISTRATION OF A
48 DECEDENT'S ESTATE, A TRANSFER PURSUANT TO A WRIT OF EXECUTION, A TRANS-

49 FER BY A TRUSTEE IN BANKRUPTCY OR DEBTOR-IN-POSSESSION, A TRANSFER AS A
50 RESULT OF THE EXERCISE OF THE POWER OF EMINENT DOMAIN, AND A TRANSFER
51 THAT RESULTS FROM A DECREE FOR SPECIFIC PERFORMANCE OF A CONTRACT OR
52 OTHER AGREEMENT BETWEEN TWO OR MORE PERSONS;
53 2. A TRANSFER TO MORTGAGEE OR AN AFFILIATE OR AGENT THEREOF BY A MORT-
54 GAGOR BY DEED IN LIEU OF FORECLOSURE OR IN SATISFACTION OF THE MORTGAGE
55 DEBT;
56 3. A TRANSFER TO A BENEFICIARY OF A DEED OF TRUST;

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1 4. A TRANSFER PURSUANT TO A FORECLOSURE SALE THAT FOLLOWS A DEFAULT IN
2 THE SATISFACTION OF AN OBLIGATION THAT IS SECURED BY A MORTGAGE;
3 5. A TRANSFER BY A SALE UNDER A POWER OF SALE THAT FOLLOWS A DEFAULT
4 IN THE SATISFACTION OF AN OBLIGATION THAT IS SECURED BY A MORTGAGE;
5 6. A TRANSFER BY A MORTGAGEE, OR A BENEFICIARY UNDER A MORTGAGE, OR AN
6 AFFILIATE OR AGENT THEREOF, WHO HAS ACQUIRED THE RESIDENTIAL REAL PROP-
7 ERTY AT A SALE UNDER A MORTGAGE OR WHO HAS ACQUIRED THE RESIDENTIAL
8 REAL PROPERTY BY A DEED IN LIEU OF FORECLOSURE;
9 7. A TRANSFER BY A FIDUCIARY IN THE COURSE OF THE ADMINISTRATION OF A
10 DESCENDENT'S ESTATE, A GUARDIANSHIP, A CONSERVATORSHIP, OR A TRUST;

11 8. A TRANSFER FROM ONE CO-OWNER TO ONE OR MORE OTHER CO-OWNERS;
12 9. A TRANSFER MADE TO THE TRANSFEROR'S SPOUSE OR TO ONE OR MORE
13 PERSONS IN THE LINEAL CONSANGUINITY OF ONE OR MORE OF THE TRANSFERORS;
14 10. A TRANSFER BETWEEN SPOUSES OR FORMER SPOUSES AS A RESULT OF A
15 DECREE OF DIVORCE, DISSOLUTION OF MARRIAGE, ANNULMENT, OR LEGAL SEPA-
16 RATION OR AS A RESULT OF PROPERTY SETTLEMENT, AGREEMENT INCIDENTAL TO A
17 DECREE OF DIVORCE, DISSOLUTION OF MARRIAGE, ANNULMENT OR LEGAL SEPA-
18 RATION;
19 11. A TRANSFER TO OR FROM THE STATE, A POLITICAL SUBDIVISION OF THE
20 STATE, OR ANOTHER GOVERNMENTAL ENTITY;
21 12. A TRANSFER THAT INVOLVES NEWLY CONSTRUCTED RESIDENTIAL REAL PROP-
22 erty THAT PREVIOUSLY HAD NOT BEEN INHABITED;
23 13. A TRANSFER BY A SHERIFF; OR
24 14. A TRANSFER PURSUANT TO A PARTITION ACTION.

25 S 464. REVISION. IF A SELLER OF RESIDENTIAL REAL PROPERTY ACQUIRES
26 KNOWLEDGE WHICH RENDERS MATERIALLY INACCURATE A PROPERTY CONDITION
27 DISCLOSURE STATEMENT PROVIDED PREVIOUSLY, THE SELLER SHALL DELIVER A
28 REVISED PROPERTY CONDITION DISCLOSURE STATEMENT TO THE BUYER AS SOON AS
29 PRACTICABLE. IN NO EVENT, HOWEVER, SHALL A SELLER BE REQUIRED TO PROVIDE
30 A REVISED PROPERTY CONDITION DISCLOSURE STATEMENT AFTER THE TRANSFER OF
31 TITLE FROM THE SELLER TO THE BUYER OR OCCUPANCY BY THE BUYER, WHICHEVER
32 IS EARLIER.

33 S 465. REMEDY. 1. IN THE EVENT A SELLER FAILS TO PERFORM THE DUTY
34 PRESCRIBED IN THIS ARTICLE TO DELIVER A DISCLOSURE STATEMENT PRIOR TO
35 THE SIGNING BY THE BUYER OF A BINDING CONTRACT OF SALE, THE BUYER SHALL
36 RECEIVE UPON THE TRANSFER OF TITLE A CREDIT OF FIVE HUNDRED DOLLARS
37 AGAINST THE AGREED UPON PURCHASE PRICE OF THE RESIDENTIAL REAL PROPERTY.
38 2. ANY SELLER WHO PROVIDES A PROPERTY CONDITION DISCLOSURE STATEMENT
39 OR PROVIDES OR FAILS TO PROVIDE A REVISED PROPERTY CONDITION DISCLOSURE
40 STATEMENT SHALL BE LIABLE ONLY FOR A WILLFUL FAILURE TO PERFORM THE
41 REQUIREMENTS OF THIS ARTICLE. FOR SUCH A WILLFUL FAILURE, THE SELLER
42 SHALL BE LIABLE FOR THE ACTUAL DAMAGES SUFFERED BY THE BUYER IN ADDITION
43 TO ANY OTHER EXISTING EQUITABLE OR STATUTORY REMEDY.

44 S 466. DUTY OF AN AGENT. AN AGENT REPRESENTING A SELLER OF RESIDENTIAL
45 REAL PROPERTY AS A LISTING BROKER SHALL HAVE THE DUTY TO TIMELY INFORM
46 EACH SELLER REPRESENTED BY THAT AGENT OF THE SELLER'S OBLIGATIONS UNDER
47 THIS ARTICLE. AN AGENT REPRESENTING A BUYER OF RESIDENTIAL REAL PROPER-
48 TY, OR, IF THE BUYER IS NOT REPRESENTED BY AN AGENT, THE AGENT repres-
49 ENTING A SELLER OF RESIDENTIAL REAL PROPERTY AND DEALING WITH A PROSPEC-
50 TIVE BUYER, SHALL HAVE THE DUTY TO TIMELY (IN ANY EVENT, BEFORE THE
51 BUYER SIGNS A BINDING CONTRACT OF SALE) INFORM SUCH BUYER OF THE BUYER'S
52 RIGHTS AND OBLIGATIONS UNDER THIS ARTICLE. IF AN AGENT PERFORMS THE
53 DUTIES AND OBLIGATIONS IMPOSED UPON HIM OR HER PURSUANT TO THIS SECTION,
54 THE AGENT SHALL HAVE NO FURTHER DUTIES UNDER THIS ARTICLE AND SHALL NOT
55 BE LIABLE TO ANY PARTY FOR A VIOLATION OF THIS ARTICLE.

1 S 467. LIABILITY. NOTHING CONTAINED IN THIS ARTICLE SHALL BE CONSTRUED
2 AS LIMITING ANY EXISTING LEGAL CAUSE OF ACTION OR REMEDY AT LAW, IN
3 STATUTE OR IN EQUITY.

4 S 3. This act shall take effect on the first day of March in the year
5 next succeeding the year in which it shall have become a law and shall
6 apply to any real estate purchase contract entered into on or after such
7 date.

.SO DOC S 5339A 2001