

1 AN ACT concerning property.

2 Be it enacted by the People of the State of Illinois,  
3 represented in the General Assembly:

4 Section 5. The Residential Real Property Disclosure Act  
5 is amended by changing Section 35 as follows:

6 (765 ILCS 77/35)

7 Sec. 35. Disclosure report form. The disclosures  
8 required of a seller by this Act shall be made in the  
9 following form:

10 RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

11 NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE  
12 PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN  
13 THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT  
14 THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL  
15 REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW,  
16 SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A  
17 CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT  
18 THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE  
19 REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF  
20 THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE  
21 SELLER; THEREFORE THE SELLER MAY WISH TO CONSULT AN ATTORNEY  
22 PRIOR TO COMPLETION OF THIS REPORT.

23 Property Address: .....  
24 City, State & Zip Code: .....  
25 Seller's Name: .....

26 This Report is a disclosure of certain conditions of the  
27 residential real property listed above in compliance with the  
28 Residential Real Property Disclosure Act. This information  
29 is provided as of ...(month) ...(day) ...(year), and does not  
30 reflect any changes made or occurring after that date or  
31 information that becomes known to the seller after that date.

1 The disclosures herein shall not be deemed warranties of any  
2 kind by the seller or any person representing any party in  
3 this transaction.

4 In this form, "am aware" means to have actual notice or  
5 actual knowledge without any specific investigation or  
6 inquiry. In this form, "material defect" means a condition  
7 that would have a substantial adverse effect on the value of  
8 the residential real property or that would significantly  
9 impair the health or safety of future occupants of the  
10 residential real property unless the seller reasonably  
11 believes that the condition has been corrected.

12 The seller discloses the following information with the  
13 knowledge that even though the statements herein are not  
14 deemed to be warranties, prospective buyers may choose to  
15 rely on this information in deciding whether or not and on  
16 what terms to purchase the residential real property.

17 The seller represents that to the best of his or her  
18 actual knowledge, the following statements have been  
19 accurately noted as "yes" (correct), "no" (incorrect), or  
20 "not applicable" to the property being sold. If the seller  
21 indicates that the response to any statement, except number  
22 1, is yes or not applicable, the seller shall provide an  
23 explanation, in the additional information area of this form.

	YES	NO	N/A	
25	1 .....	.....	.....	Seller has occupied the property within the last 12 months. (No explanation is needed.)
28	2. ....	.....	.....	I am aware of flooding or recurring leakage problems in the crawl space or basement.
31	3. ....	.....	.....	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.



1 16. .... I am aware of unsafe concentrations  
 2 of or unsafe conditions relating  
 3 to lead paint, lead water pipes,  
 4 lead plumbing pipes or lead in  
 5 the soil on the premises.

6 17. .... I am aware of mine subsidence,  
 7 underground pits, settlement,  
 8 sliding, upheaval, or other earth  
 9 stability defects on the  
 10 premises.

11 18. .... I am aware of current infestations  
 12 of termites or other wood boring  
 13 insects.

14 19. .... I am aware of a structural defect  
 15 caused by previous infestations  
 16 of termites or other wood boring  
 17 insects.

18 20. .... I am aware of underground fuel  
 19 storage tanks on the property.

20 21. .... I am aware of boundary or lot line  
 21 disputes.

22 22. .... I have received notice of violation  
 23 of local, state or federal laws  
 24 or regulations relating to this  
 25 property, which violation has not  
 26 been corrected.

27 23. .... I have done or undertaken  
 28 expenditures to correct a  
 29 material defect in one of the  
 30 areas listed above during the  
 31 previous 10 years of ownership  
 32 of the property.

33 Note: These disclosures are not intended to cover the  
 34 common elements of a condominium, but only the actual

1 residential real property including limited common elements  
2 allocated to the exclusive use thereof that form an integral  
3 part of the condominium unit.

4 Note: These disclosures are intended to reflect the  
5 current condition of the premises and do not include previous  
6 problems, if any, that the seller reasonably believes have  
7 been corrected.

8 If any of the above are marked "not applicable" or "yes",  
9 please explain here or use additional pages, if necessary:

10 .....  
11 .....  
12 .....

13 Check here if additional pages used: .....

14 Seller certifies that seller has prepared this statement  
15 and certifies that the information provided is based on the  
16 actual notice or actual knowledge of the seller without any  
17 specific investigation or inquiry on the part of the seller.  
18 The seller hereby authorizes any person representing any  
19 principal in this transaction to provide a copy of this  
20 report, and to disclose any information in the report, to any  
21 person in connection with any actual or anticipated sale of  
22 the property.

23 Seller: ..... Date: .....

24 Seller: ..... Date: .....

25 THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY  
26 CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY  
27 SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS  
28 REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR  
29 ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR  
30 SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE  
31 SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS  
32 NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS  
33 AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES  
34 PERFORMED BY A QUALIFIED PROFESSIONAL.

- 1 Prospective Buyer: ..... Date: ..... Time: .....
- 2 Prospective Buyer: ..... Date: ..... Time: .....
- 3 (Source: P.A. 90-383, eff. 1-1-98; 91-357, eff. 7-29-99.)