



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB4671

by Rep. Luis Arroyo

SYNOPSIS AS INTRODUCED:

765 ILCS 77/20
765 ILCS 77/35

Amends the Real Estate Disclosure Act. Provides that the seller of residential property shall have the sewer line from the property to the sewer main, or in the case of a septic system to the septic tank, inspected by a licensed plumber using video camera inspection technology and shall attach a copy of the licensed plumber's written dated inspection report to the disclosure report. Provides that the seller's disclosure statement is based on the actual knowledge of the seller without any specific investigation, except for the licensed plumber sewer line inspection (instead of without any specific investigation).

LRB095 15729 AJO 41736 b

1 AN ACT concerning civil law.

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 is
5 amended by changing Sections 20 and 35 as follows:

6 (765 ILCS 77/20)

7 Sec. 20. A seller of residential real property shall
8 complete all applicable items in the disclosure document
9 described in Section 35 of this Act. The seller shall deliver
10 to the prospective buyer the written disclosure statement
11 required by this Act before the signing of a written agreement
12 by the seller and prospective buyer that would, subject to the
13 satisfaction of any negotiated contingencies, require the
14 prospective buyer to accept a transfer of the residential real
15 property. The seller shall have the sewer line from the
16 residential property to the sewer main, or in the case of a
17 septic system to the septic tank, inspected by a licensed
18 plumber using video camera inspection technology and shall
19 disclose the results of the inspection in the disclosure report
20 form.

21 (Source: P.A. 88-111.)

22 (765 ILCS 77/35)

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

3 RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

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

16 Property Address:

17 City, State & Zip Code:

18 Seller's Name:

19 This Report is a disclosure of certain conditions of the
20 residential real property listed above in compliance with the
21 Residential Real Property Disclosure Act. This information is
22 provided as of ...(month) ...(day) ...(year), and does not
23 reflect any changes made or occurring after that date or
24 information that becomes known to the seller after that date.
25 The disclosures herein shall not be deemed warranties of any
26 kind by the seller or any person representing any party in this

1 transaction.

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

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

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

22 YES NO N/A

23 1.....Seller has occupied the property
24 within the last 12 months.

25 (No explanation is needed.)

26 2.....I am aware of flooding or recurring

1 leakage problems in the crawl
2 space or basement.

3 3.....I am aware that the property is
4 located in a flood plain or that I
5 currently have flood hazard
6 insurance on the property.

7 4.....I am aware of material defects in
8 the basement or foundation
9 (including cracks and bulges).

10 5.....I am aware of leaks or material
11 defects in the roof, ceilings, or
12 chimney.

13 6.....I am aware of material defects in
14 the walls or floors.

15 7.....I am aware of material defects in
16 the electrical system.

17 8.....I am aware of material defects in
18 the plumbing system (includes
19 such things as water heater, sump
20 pump, water treatment system,
21 sprinkler system, and swimming
22 pool).

23 9.....I am aware of material defects in
24 the well or well equipment.

25 10.....I am aware of unsafe conditions in
26 the drinking water.

1 11.....I am aware of material defects in
2 the heating, air conditioning, or
3 ventilating systems.

4 12.....I am aware of material defects in
5 the fireplace or woodburning
6 stove.

7 13.....I am aware of material defects in
8 the septic, sanitary sewer, or
9 other disposal system.

10 14.....I am aware of unsafe concentrations
11 of radon on the premises.

12 15.....I am aware of unsafe concentrations
13 of or unsafe conditions relating
14 to asbestos on the premises.

15 16.....I am aware of unsafe concentrations
16 of or unsafe conditions relating
17 to lead paint, lead water pipes,
18 lead plumbing pipes or lead in
19 the soil on the premises.

20 17.....I am aware of mine subsidence,
21 underground pits, settlement,
22 sliding, upheaval, or other earth
23 stability defects on the
24 premises.

25 18.....I am aware of current infestations
26 of termites or other wood boring

1 insects.

2 19.....I am aware of a structural defect
3 caused by previous infestations
4 of termites or other wood boring
5 insects.

6 20.....I am aware of underground fuel
7 storage tanks on the property.

8 21.....I am aware of boundary or lot line
9 disputes.

10 22.....I have received notice of violation
11 of local, state or federal laws
12 or regulations relating to this
13 property, which violation has not
14 been corrected.

15 23.....I am aware that the sewer line
16 from the premises to the sewer main,
17 or in the case of a septic system
18 to the septic tank, was inspected by
19 a licensed plumber using video camera
20 inspection technology and a copy
21 of the written dated report from
22 that inspection is attached to
23 this form.

24 Note: These disclosures are not intended to cover the
25 common elements of a condominium, but only the actual
26 residential real property including limited common elements

1 allocated to the exclusive use thereof that form an integral
2 part of the condominium unit.

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

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

9
10
11

12 Check here if additional pages used:

13 Seller certifies that seller has prepared this statement
14 and certifies that the information provided is based on the
15 actual notice or actual knowledge of the seller without any
16 specific investigation or inquiry on the part of the seller,
17 except for the licensed plumber sewer line inspection. The

18 seller hereby authorizes any person representing any principal
19 in this transaction to provide a copy of this report, and to
20 disclose any information in the report, to any person in
21 connection with any actual or anticipated sale of the property.

22 Seller: Date:

23 Seller: Date:

24 THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE
25 TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT
26 TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS

1 IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS
 2 OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO
 3 OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A
 4 PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES
 5 NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST
 6 AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED
 7 PROFESSIONAL.

8 Prospective Buyer: Date: Time:

9 Prospective Buyer: Date: Time:

10 (Source: P.A. 90-383, eff. 1-1-98; 91-357, eff. 7-29-99.)