

HB4677



96TH GENERAL ASSEMBLY

State of Illinois

2009 and 2010

HB4677

by Rep. Bill Mitchell

SYNOPSIS AS INTRODUCED:

765 ILCS 77/35

Amends the Residential Real Property Disclosure Act. Adds, to the residential real property disclosure report form, a disclosure of whether the seller is aware of a petition, agreement, or similar document relating to the annexation of the property.

LRB096 15230 AJ0 30305 b

A BILL FOR

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 Section 35 as follows:

6 (765 ILCS 77/35)

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

9 RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT

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

22 Property Address:

23 City, State & Zip Code:

1 Seller's Name:

2 This Report is a disclosure of certain conditions of the
3 residential real property listed above in compliance with the
4 Residential Real Property Disclosure Act. This information is
5 provided as of ...(month) ...(day) ...(year), and does not
6 reflect any changes made or occurring after that date or
7 information that becomes known to the seller after that date.
8 The disclosures herein shall not be deemed warranties of any
9 kind by the seller or any person representing any party in this
10 transaction.

11 In this form, "am aware" means to have actual notice or
12 actual knowledge without any specific investigation or
13 inquiry. In this form, "material defect" means a condition that
14 would have a substantial adverse effect on the value of the
15 residential real property or that would significantly impair
16 the health or safety of future occupants of the residential
17 real property unless the seller reasonably believes that the
18 condition has been corrected.

19 The seller discloses the following information with the
20 knowledge that even though the statements herein are not deemed
21 to be warranties, prospective buyers may choose to rely on this
22 information in deciding whether or not and on what terms to
23 purchase the residential real property.

24 The seller represents that to the best of his or her actual
25 knowledge, the following statements have been accurately noted
26 as "yes" (correct), "no" (incorrect), or "not applicable" to

1 the property being sold. If the seller indicates that the
2 response to any statement, except number 1, is yes or not
3 applicable, the seller shall provide an explanation, in the
4 additional information area of this form.

5 YES NO N/A

6 1. Seller has occupied the property
7 within the last 12 months.
8 (No explanation is needed.)

9 2. I am aware of flooding or recurring
10 leakage problems in the crawl
11 space or basement.

12 3. I am aware that the property is
13 located in a flood plain or that I
14 currently have flood hazard
15 insurance on the property.

16 4. I am aware of material defects in
17 the basement or foundation
18 (including cracks and bulges).

19 5. I am aware of leaks or material
20 defects in the roof, ceilings, or
21 chimney.

22 6. I am aware of material defects in
23 the walls or floors.

24 7. I am aware of material defects in
25 the electrical system.

26 8. I am aware of material defects in

1 the plumbing system (includes
2 such things as water heater, sump
3 pump, water treatment system,
4 sprinkler system, and swimming
5 pool).

6 9. I am aware of material defects in
7 the well or well equipment.

8 10. I am aware of unsafe conditions in
9 the drinking water.

10 11. I am aware of material defects in
11 the heating, air conditioning, or
12 ventilating systems.

13 12. I am aware of material defects in
14 the fireplace or woodburning
15 stove.

16 13. I am aware of material defects in
17 the septic, sanitary sewer, or
18 other disposal system.

19 14. I am aware of unsafe concentrations
20 of radon on the premises.

21 15. I am aware of unsafe concentrations
22 of or unsafe conditions relating
23 to asbestos on the premises.

24 16. I am aware of unsafe concentrations
25 of or unsafe conditions relating
26 to lead paint, lead water pipes,

1 lead plumbing pipes or lead in
2 the soil on the premises.

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

8 18. I am aware of current infestations
9 of termites or other wood boring
10 insects.

11 19. I am aware of a structural defect
12 caused by previous infestations
13 of termites or other wood boring
14 insects.

15 20. I am aware of underground fuel
16 storage tanks on the property.

17 21. I am aware of boundary or lot line
18 disputes.

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

24 23. I am aware that this property has
25 been used for the manufacture
26 of methamphetamine as

1 defined in Section 10 of
 2 the Methamphetamine Control
 3 and Community Protection Act.

4 24. I am aware of a petition,
 5 agreement, or similar document
 6 relating to the annexation of this
 7 property.

8 Note: These disclosures are not intended to cover the
 9 common elements of a condominium, but only the actual
 10 residential real property including limited common elements
 11 allocated to the exclusive use thereof that form an integral
 12 part of the condominium unit.

13 Note: These disclosures are intended to reflect the current
 14 condition of the premises and do not include previous problems,
 15 if any, that the seller reasonably believes have been
 16 corrected.

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

19
 20
 21

22 Check here if additional pages used:

23 Seller certifies that seller has prepared this statement
 24 and certifies that the information provided is based on the
 25 actual notice or actual knowledge of the seller without any
 26 specific investigation or inquiry on the part of the seller.

1 The seller hereby authorizes any person representing any
 2 principal in this transaction to provide a copy of this report,
 3 and to disclose any information in the report, to any person in
 4 connection with any actual or anticipated sale of the property.

5 Seller: Date:

6 Seller: Date:

7 THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE
 8 TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT
 9 TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS
 10 IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS
 11 OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO
 12 OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A
 13 PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES
 14 NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST
 15 AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED
 16 PROFESSIONAL.

17 Prospective Buyer: Date: Time:

18 Prospective Buyer: Date: Time:

19 (Source: P.A. 96-232, eff. 8-11-09.)