



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB4108

Introduced 9/13/2005, by Rep. Careen M Gordon

SYNOPSIS AS INTRODUCED:

765 ILCS 77/35

Amends the Residential Real Property Disclosure Act. Requires the seller of the property to disclose whether the property has been used for the manufacture of methamphetamine.

LRB094 14021 LCB 48903 b

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 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:

24 Seller's Name:

25 This Report is a disclosure of certain conditions of the
26 residential real property listed above in compliance with the
27 Residential Real Property Disclosure Act. This information is
28 provided as of ...(month) ...(day) ...(year), and does not
29 reflect any changes made or occurring after that date or
30 information that becomes known to the seller after that date.
31 The disclosures herein shall not be deemed warranties of any
32 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
27 leakage problems in the crawl
28 space or basement.

29 3. I am aware that the property is
30 located in a flood plain or that I
31 currently have flood hazard
32 insurance on the property.

33 4. I am aware of material defects in
34 the basement or foundation
35 (including cracks and bulges).

36 5. I am aware of leaks or material

1 defects in the roof, ceilings, or
2 chimney.

3 6. I am aware of material defects in
4 the walls or floors.

5 7. I am aware of material defects in
6 the electrical system.

7 8. I am aware of material defects in
8 the plumbing system (includes
9 such things as water heater, sump
10 pump, water treatment system,
11 sprinkler system, and swimming
12 pool).

13 9. I am aware of material defects in
14 the well or well equipment.

15 10. I am aware of unsafe conditions in
16 the drinking water.

17 11. I am aware of material defects in
18 the heating, air conditioning, or
19 ventilating systems.

20 12. I am aware of material defects in
21 the fireplace or woodburning
22 stove.

23 13. I am aware of material defects in
24 the septic, sanitary sewer, or
25 other disposal system.

26 14. I am aware of unsafe concentrations
27 of radon on the premises.

28 15. I am aware of unsafe concentrations
29 of or unsafe conditions relating
30 to asbestos on the premises.

31 16. I am aware of unsafe concentrations
32 of or unsafe conditions relating
33 to lead paint, lead water pipes,
34 lead plumbing pipes or lead in
35 the soil on the premises.

36 17. I am aware of mine subsidence,

1 underground pits, settlement,
 2 sliding, upheaval, or other earth
 3 stability defects on the
 4 premises.

5 18. I am aware of current infestations
 6 of termites or other wood boring
 7 insects.

8 19. I am aware of a structural defect
 9 caused by previous infestations
 10 of termites or other wood boring
 11 insects.

12 20. I am aware of underground fuel
 13 storage tanks on the property.

14 21. I am aware of boundary or lot line
 15 disputes.

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

21 23. I am aware that this property has
 22 been used for the manufacture
 23 of methamphetamine as
 24 defined in Section 10 of
 25 the Methamphetamine Control
 26 and Community Protection Act.

27 Note: These disclosures are not intended to cover the
 28 common elements of a condominium, but only the actual
 29 residential real property including limited common elements
 30 allocated to the exclusive use thereof that form an integral
 31 part of the condominium unit.

32 Note: These disclosures are intended to reflect the current
 33 condition of the premises and do not include previous problems,
 34 if any, that the seller reasonably believes have been
 35 corrected.

36 If any of the above are marked "not applicable" or "yes",

1 please explain here or use additional pages, if necessary:

2

3

4

5 Check here if additional pages used:

6 Seller certifies that seller has prepared this statement
7 and certifies that the information provided is based on the
8 actual notice or actual knowledge of the seller without any
9 specific investigation or inquiry on the part of the seller.

10 The seller hereby authorizes any person representing any
11 principal in this transaction to provide a copy of this report,
12 and to disclose any information in the report, to any person in
13 connection with any actual or anticipated sale of the property.

14 Seller: Date:

15 Seller: Date:

16 THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE
17 TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT
18 TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS
19 IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS
20 OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO
21 OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A
22 PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES
23 NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST
24 AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED
25 PROFESSIONAL.

26 Prospective Buyer: Date: Time:

27 Prospective Buyer: Date: Time:

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