

HB4793



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

HB4793

Introduced 1/27/2022, by Rep. Daniel Didech

SYNOPSIS AS INTRODUCED:

765 ILCS 77/35

Amends the Residential Real Property Disclosure Act. Requires the seller to disclose in the disclosure report form whether the seller is aware that the property is mandated to be covered by flood insurance.

LRB102 24972 LNS 34227 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
18 TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE
19 SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE THE
20 SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF
21 THIS 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
14 that would have a substantial adverse effect on the value of
15 the residential real property or that would significantly
16 impair the health or safety of future occupants of the
17 residential real property unless the seller reasonably
18 believes that the condition has been corrected.

19 The seller discloses the following information with the
20 knowledge that even though the statements herein are not
21 deemed to be warranties, prospective buyers may choose to rely
22 on this information in deciding whether or not and on what
23 terms to 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 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 that this property
 5 is mandated to be covered by
 6 flood insurance.

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

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

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

18
 19
 20

21 Check here if additional pages used:

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

1 principal in this transaction to provide a copy of this
 2 report, and to disclose any information in the report, to any
 3 person in connection with any actual or anticipated sale of
 4 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. 98-754, eff. 1-1-15.)