

HB 1403 -- Redline

Bill to Engrossed -- Simplifying condominium construction statutes.

Deletions ~~struck~~ · Insertions underlined

~~H 0372.1~~ ENGROSSED HOUSE BILL 1403 State of Washington 69th Legislature 2025 Regular Session By Representatives Taylor, Connors, Duerr, Jacobsen, Peterson, Reed, Barkis, Rule, Doglio, Tharinger, Salahuddin, Ormsby, Ryu, Entenman, Street, and Hill Read first time 01/20/25.

amending RCW 64.90.670, ~~64.90.685, 64.55.100, 64.50.020,~~ 64.55.005, 64.55.005, 64.90.675, and 64.90.675;64.55.010;

reenacting and amending RCW 64.55.010;

1 ~~HB~~EB 1403 (((b))) (ii) Constructed in accordance with engineering and construction standards, including applicable building codes, generally accepted in the state of Washington at the time of construction;

(ii) Constructed in accordance with the plans, specifications approved ~~plans, by specifications, the applicable jurisdiction for the construction of the condominium, manufacturer installation guidelines, applicable building codes in effect at the time of permit approval, and any published industry standards specifically incorporated into the~~ applicable building codes in effect at the time of ~~construction; permit approval;~~

(7)(a) In a proceeding for breach of any of the obligations arising under this section, the purchaser must show that the alleged breach has adversely affected or will adversely affect the ~~performance~~ p. ~~of that portion of the unit or common elements alleged to be in breach.~~

2 EHB 1403 performance of that portion of the unit or common elements alleged to be in breach.

~~p.~~ (b) To establish an adverse effect on performance, the purchaser is required to prove that the alleged breach:

~~2 HB 1403 (b) To establish an adverse effect on performance, the purchaser is required to prove that the alleged breach:~~

~~RCW 64.90.685 and 2018 c 277 s 418 are each amended to read as follows:~~

~~(1) ((A)) Except as otherwise provided in subsection (3) of this section, a declarant, association, unit owner, or any other person subject to this chapter may bring an action to enforce a right granted or obligation imposed under this chapter or the governing documents.~~

~~The court may award reasonable attorneys' fees and costs to the substantially prevailing party.~~

~~(2) ((Parties)) Except as otherwise provided in subsection (3) of this section, parties to a dispute arising under this chapter or the governing documents may agree at any time to resolve the dispute by any form of binding or nonbinding alternative dispute resolution.~~

~~(3) An action commenced under RCW 64.90.680 must be arbitrated pursuant to RCW 64.55.100 if:~~

~~(a) A condominium unit is part of a common interest community created on or after the effective date of this section;~~

~~(b) The sole relief sought is a money judgment;~~

~~and (c) No party asserts a claim in excess of \$500,000, exclusive of interests and costs.~~

~~Sec.~~

~~3.~~

~~RCW 64.55.100 and 2005 c 456 s 11 are each amended to read as follows:~~

~~P.~~

~~3 HB 1403 (1) ((If)) (a) Except as otherwise provided in (b) of this subsection, if the declarant, an association, or a party unit owner demands an arbitration by filing such demand with the court not less than thirty and not more than ninety days after filing or service of the complaint, whichever is later, the parties shall participate in a private arbitration hearing.~~

~~The declarant, the association, and the party unit owner do not have the right to compel arbitration without giving timely notice in compliance with this subsection.~~

~~Unless otherwise agreed by the parties, the arbitration hearing shall commence no more than fourteen months from the later of the filing or service of the complaint.~~

~~(b) Any claim subject to this chapter must be arbitrated pursuant to this section if:~~

~~(i) The claim relates to a condominium unit in a common interest community created on or after the effective date of this section;~~

~~(ii) The sole relief sought is a money judgment;~~

~~and (iii) No party asserts a claim in excess of \$500,000, exclusive of interest and costs.~~

~~(2) Unless otherwise agreed by the parties, claims that in aggregate are for less than one million dollars shall be heard by a single arbitrator and all other claims shall be heard by three arbitrators.~~

~~As used in this chapter, arbitrator also means arbitrators where applicable.~~

~~(3) Unless otherwise agreed by the parties, the court shall appoint the arbitrator, who shall be a current or former attorney with experience as an attorney, judge, arbitrator, or mediator in construction defect disputes involving the application of Washington law.~~

~~(4) Upon conclusion of the arbitration hearing, the arbitrator shall file the decision and award with the clerk of the superior court, together with proof of service thereof on the parties.~~

~~Within twenty days after the filing of the decision and award, any aggrieved party may file with the clerk a written notice of appeal and demand for a trial de novo in the superior court on all claims between the appealing party and an adverse party.~~

~~As used in this section, "adverse party" means the party who either directly asserted or defended claims against the appealing party.~~

~~The demand shall identify the adverse party or parties and all claims between those parties shall be included in the trial de novo.~~

~~The right to a trial p-~~

~~4 HB 1403 de novo includes the right to a jury, if demanded.~~

~~The court shall give priority to the trial date for the trial de novo.~~

~~(5) If the judgment for damages, not including awards of fees and costs, in the trial de novo is not more favorable to the appealing party than the damages awarded by the arbitrator, not including awards of fees and costs, the appealing party shall pay the nonappealing adverse party's costs and fees incurred after the filing of the appeal, including reasonable attorneys' fees so incurred.~~

~~(6) If the judgment for damages, not including awards of fees and costs, in the trial de novo is more favorable to the appealing party than the damages awarded by the arbitrator, not including awards of fees and costs, then the court may award costs and fees, including reasonable attorneys' fees, incurred after the filing of the request for trial de novo in accordance with applicable law; provided if such a judgment is not more favorable to the appealing party than the most recent offer of judgment, if any, made pursuant to RCW 64.55.160, the court shall not make an award of fees and costs to the appealing party.~~

~~(7) If a party is entitled to an award with respect to the same fees and costs pursuant to this section and RCW 64.55.160, then the party shall only receive an award of fees and costs as provided in and limited by RCW 64.55.160.~~

~~Any award of fees and costs pursuant to subsections (5) or (6) of this section is subject to review in the event of any appeal thereof otherwise permitted by applicable law or court rule.~~

~~Sec.~~

~~4.~~

~~RCW 64.50.020 and 2023 c 337 s 4 are each amended to read as follows:~~

~~(1) In every construction defect action brought against a construction professional, the claimant shall, no later than 45 days before filing an action, serve written notice of claim on the construction professional.~~

~~(a) The notice of claim shall state that the claimant asserts a construction defect claim against the construction professional and shall describe the claim in reasonable detail sufficient to determine the general nature of the defect.~~

~~(b) If the claimant is a condominium association created after July 23, 2023, the written notice of claim shall include a written report from a construction defect professional.~~

~~In addition to describing the claim in reasonable detail sufficient to determine the p-~~

~~5 HB 1403 general nature of the defect the written report shall state the construction defect professional's qualifications, the manner and type of inspection upon which the report was based, and the general location of the defect.~~

~~(2) Within 14 days after service of the notice of claim, the construction professional may serve a written response demanding a meeting with the claimant and its expert, including the construction defect professional who authored the report required in subsection (1)(b) of this section to confer regarding the report and its contents.~~

~~The meeting shall take place within 14 days of service of the construction professional's demand or at such later date as mutually agreed to by the parties.~~

~~(3) Within 14 days after the meeting referenced in subsection (2) of this section or, in the absence of a demand for such meeting, within 21 days after service of the notice of claim, whichever is later, the construction professional shall serve a written response on the claimant by registered mail or personal service.~~

~~The written response shall:~~

~~(a) Propose to inspect the residence that is the subject of the claim and to complete the inspection within a specified time frame.~~

~~The proposal shall include the statement that the construction professional shall, based on the inspection, offer to remedy the defect, compromise by payment, or dispute the claim;~~

~~(b) Offer to compromise and settle the claim by monetary payment without inspection.~~

~~A construction professional's offer under this subsection (3)(b) to compromise and settle a homeowner's claim may include, but is not limited to, an express offer to purchase the claimant's residence that is the subject of the claim, and to pay the claimant's reasonable relocation costs;~~

~~or (c) State that the construction professional disputes the claim and will neither remedy the construction defect nor compromise and settle the claim.~~

~~(4)(a) If the construction professional disputes the claim or does not respond to the claimant's notice of claim within the time stated in subsection (3) of this section, the claimant may bring an action against the construction professional for the claim described in the notice of claim without further notice.~~

~~(b) If the claimant rejects the inspection proposal or the settlement offer made by the construction professional pursuant to subsection (3) of this section, the claimant shall serve written p-~~

~~6 HB 1403 notice of the claimant's rejection on the construction professional.~~

~~After service of the rejection, the claimant may bring an action against the construction professional for the construction defect claim described in the notice of claim.~~

~~If the construction professional has not received from the claimant, within 30 days after the claimant's receipt of the construction professional's response, either an acceptance or rejection of the inspection proposal or settlement offer, then at anytime thereafter the construction professional may terminate the proposal or offer by serving written notice to the claimant, and the claimant may thereafter bring an action against the construction professional for the construction defect claim described in the notice of claim.~~

~~(5)(a) If the claimant elects to allow the construction professional to inspect in accordance with the construction professional's proposal pursuant to subsection (3)(a) of this section, the claimant shall provide the construction professional and its contractors or other agents reasonable access to the claimant's residence during normal working hours to inspect the premises and the claimed defect.~~

~~(b) Within 14 days following completion of the inspection, the construction professional shall serve on the claimant:~~

~~(i) A written offer to remedy the construction defect at no cost to the claimant, including a report of the scope of the inspection, the findings and results of the inspection, a description of the additional construction necessary to remedy the defect described in the claim, and a timetable for the completion of such construction;~~

~~(ii) A written offer to compromise and settle the claim by monetary payment pursuant to subsection (3)(b) of this section;~~

~~or (iii) A written statement that the construction professional will not proceed further to remedy the defect.~~

~~(c) If the construction professional does not proceed further to remedy the construction defect within the agreed timetable, or if the construction professional fails to comply with the provisions of (b) of this subsection, the claimant may bring an action against the construction professional for the claim described in the notice of claim without further notice.~~

~~(d) If the claimant rejects the offer made by the construction professional pursuant to (b)(i) or (ii) of this subsection to either remedy the construction defect or to compromise and settle the claim by monetary payment, the claimant shall serve written notice of the p-~~

~~7 HB 1403 claimant's rejection on the construction professional.~~

~~After service of the rejection notice, the claimant may bring an action against the construction professional for the construction defect claim described in the notice of claim.~~

~~If the construction professional has not received from the claimant, within 30 days after the claimant's receipt of the construction professional's response, either an acceptance or rejection of the offer made pursuant to (b)(i) or (ii) of this subsection, then at anytime thereafter the construction professional may terminate the offer by serving written notice to the claimant.~~

~~(6)(a) Any claimant accepting the offer of a construction professional to remedy the construction defect pursuant to subsection (5)(b)(i) of this section shall do so by serving the construction professional with a written notice of acceptance within a reasonable time period after receipt of the offer, and no later than 30 days after receipt of the offer.~~

~~The claimant shall provide the construction professional and its contractors or other agents reasonable access to the claimant's residence during normal working hours to perform and complete the construction by the timetable stated in the offer.~~

~~(b) The claimant and construction professional may, by written mutual agreement, alter the extent of construction or the timetable for completion of construction stated in the offer, including, but not limited to, repair of additional defects.~~

~~(7) Any action commenced by a claimant prior to compliance with the requirements of this section shall be subject to dismissal without prejudice, and may not be recommenced until the claimant has complied with the requirements of this section.~~

~~(8) Nothing in this section may be construed to prevent a claimant from commencing an action on the construction defect claim described in the notice of claim if the construction professional fails to perform the construction agreed upon, fails to remedy the defect, or fails to perform by the timetable agreed upon pursuant to subsection (3)(a) or (6) of this section.~~

~~(9) Prior to commencing any action alleging a construction defect, or after the dismissal of any action without prejudice pursuant to subsection (7) of this section, the claimant may amend the notice of claim to include construction defects discovered after the service of the original notice of claim, and must otherwise comply with the requirements of this section for the additional p.~~

~~8 HB 1403 claims.~~

~~The service of an amended notice of claim shall relate back to the original notice of claim for purposes of tolling statutes of limitations and repose.~~

~~Claims for defects discovered after the commencement or recommencement of an action may be added to such action only after providing notice to the construction professional of the defect and allowing for response under subsection (3) of this section.~~

~~(10) If the claimant is an association, and notwithstanding any contrary provisions in the association's governing documents, the association's board of director's ability to incur expenses to prepare and serve a notice of claim and any related reports and otherwise comply with the requirements of this chapter shall not be restricted.~~

~~(11) If the subject of the claim under this section is a residence constructed or substantially remodeled on or after the effective date of this section, the court or arbitrator shall assess costs and reasonable attorneys' fees against a claimant or construction professional who refuses to accept an offer to remedy the defect or a compromise by payment and fails to improve its position in the subsequent construction defect action.~~

~~Sec.~~

~~5.~~

~~93 HBEHB 1403 except that RCW 64.55.100 through 64.55.160 and 64.34.415 shall not apply to:~~

~~6-3.~~

~~(c) RCW 64.55.010 through 64.55.090 do not apply to an accessory dwelling unit organized pursuant to chapter 64.90 RCW as a condominium unit in a common interest community created on or after the effective date of section 52 of this act.~~

~~104 HBEHB 1403 (d) Actions asserting any claim regarding a multiunit residential building that was permitted on or after August 1, 2005, unless the letter required by RCW 64.55.060 has been submitted to the appropriate building department or the requirements of RCW 64.55.090 have been satisfied.~~

~~7-4.~~

~~115 HBEHB 1403 (4)(a) With respect to a unit in a condominium created on or after the effective date of this section, a declarant or dealer is not subject to the implied warranties of quality set forth in RCW 64.90.670 if the declarant or dealer provides for the condominium unit an express warranty of quality and express warranty insurance coverage that meets the requirements in (b) of this subsection, and the condominium unit is:~~

~~and (iv) Provide minimum coverage periods as follows:~~

~~(A) One year for defective workmanship and materials;~~

~~(B) Two years for defective plumbing, electrical, and ductwork distribution systems;~~

~~and (C) 10 years for structural defects to load-bearing structural members.~~

~~and (v) Provide that the minimum coverage periods for the express warranty begins on:~~

~~(A) As to the unit, the latest of:~~

~~(I) The date the unit was conveyed to the purchaser to whom the warranty is first made;~~

~~or (II) The date any portion of the unit that constitutes a building enclosure as defined in RCW 64.55.010 was completed;~~

~~and (B) As to each common element, the latest of:~~

~~(I) The date the common element was completed;~~

~~(II) The date the common element was added to the condominium;~~

~~or p.~~

~~6 EHB 1403 (III) The date the first unit in the condominium was conveyed to a bona fide purchaser.~~

~~Sec.~~

~~5.~~

~~RCW 64.55.010 and 2024 c 122 s 1 are each amended to read as follows:~~

Unless the context clearly requires otherwise, the definitions in RCW 64.34.020 and in this section apply throughout this chapter.

(1) "Attached dwelling unit" means any dwelling unit that is attached to another dwelling unit by a wall, floor, or ceiling that separates heated living spaces.

A garage is not a heated living space.

(2) "Building enclosure" means that part of any building, above or below grade, that physically separates the outside or exterior environment from interior environments and which weatherproofs, waterproofs, or otherwise protects the building or its components from water or moisture intrusion.

Interior environments consist of both heated and unheated enclosed spaces.

The building enclosure includes, but is not limited to, that portion of roofs, walls, balcony support columns, decks, windows, doors, vents, and other penetrations through exterior walls, which waterproof, weatherproof, or otherwise protect the building or its components from water or moisture intrusion.

(3) "Building enclosure design documents" means plans, details, and specifications for the building enclosure that have been stamped by a licensed engineer or architect.

The building enclosure design documents shall include details and specifications that are appropriate for the building in the professional judgment of the architect or engineer who prepared the same to waterproof, weatherproof, and otherwise protect the building or its components from water or moisture intrusion, including details of flashing, intersections at roof, eaves or parapets, means of drainage, water- resistive membrane, and details around openings.

(4) "Developer" means:

(a) With respect to a condominium or a conversion condominium, the declarant;

and (b) With respect to all other buildings, an individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other entity or person that obtains a building permit for the construction or rehabilitative reconstruction of a multiunit residential building.

If a permit is obtained by p.

7 EHB 1403 service providers such as architects, contractors, and consultants who obtain permits for others as part of services rendered for a fee, the person for whom the permit is obtained shall be the developer, not the service provider.

(5) "Dwelling unit" has the meaning given to that phrase or similar phrases in the ordinances of the jurisdiction issuing the permit for construction of the building enclosure but if such ordinances do not provide a definition, then "dwelling unit" means a residence containing living, cooking, sleeping, and sanitary facilities.

(6) "Multiunit residential building" means:

(a) A building containing more than two attached dwelling units, including a building containing nonresidential units if the building also contains more than two attached dwelling units, but excluding the following classes of buildings:

(i) Hotels and motels;

(ii) Dormitories;

(iii) Care facilities;

(iv) Floating homes;

(v) A building that contains attached dwelling units that are each located on a single platted lot, except as provided in (b) of this subsection;

(vi) A building in which all of the dwelling units are held under one ownership and is subject to a recorded irrevocable sale prohibition covenant;

(vii) A building with 12 or fewer units that is no more than two stories;

and (viii) A building with 12 or fewer units that is no more than three stories so long as one story is utilized for parking, either above or below ground, or retail space , except if such building is subject to a 2-10 express warranty, as provided in RCW 64.90.675(4), as an alternative to the implied warranty in RCW 64.90.670.

(b) If the developer submits to the appropriate building department when applying for the building permit described in RCW 64.55.020 a statement that the developer elects to treat the improvement for which a permit is sought as a multiunit residential building for all purposes under this chapter, then "multiunit residential building" also means the following buildings for which such election has been made:

(i) A building containing only two attached dwelling units;

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8 EHB 1403 (ii) A building that does not contain attached dwelling units;

and (iii) Any building that contains attached dwelling units each of which is located on a single platted lot.

(7) "Party unit owner" means a unit owner who is a named party to an action subject to this chapter and does not include any unit owners whose involvement with the action stems solely from their membership in the association.

(8) "Qualified building inspector" means a person satisfying the requirements of RCW 64.55.040.

(9) "Rehabilitative construction" means construction work on the building enclosure of a multiunit residential building if the cost of such construction work is more than five percent of the assessed value of the building.

(10) "Sale prohibition covenant" means a recorded covenant that prohibits the sale or other disposition of individual dwelling units as or as part of a condominium for five years or more from the date of first occupancy except as otherwise provided in RCW 64.55.090, a certified copy of which the developer shall submit to the appropriate building department;

provided such covenant shall not apply to sales or dispositions listed in RCW 64.34.400(2).

The covenant must be recorded in the county in which the building is located and must be in substantially the following form:

This covenant has been recorded in the real property records of .

County, Washington, in satisfaction of the requirements of RCW 64.55.010 through 64.55.090.

The undersigned is the owner of the property described on Exhibit A (the "Property").

Until termination of this covenant, no dwelling unit in or on the Property may be sold as a condominium unit except for sales listed in RCW 64.34.400(2).

This covenant terminates on the earlier of either:

(a) Compliance with the requirements of RCW 64.55.090, as certified by the owner of the Property in a recorded supplement hereto;

or (b) the fifth anniversary of the date of first occupancy of a dwelling unit as certified by the Owner in a recorded supplement hereto.

All title insurance companies and persons acquiring an interest in the Property may rely on the forgoing certifications without further p.

9 EHB 1403 inquiry in issuing any policy of title insurance or in acquiring an interest in the Property.

(11) "Stamped" means bearing the stamp and signature of the responsible licensed architect or engineer on the title page, and on every sheet of the documents, drawings, or specifications, including modifications to the documents, drawings, and specifications that become part of change orders or addenda to alter those documents, drawings, or specifications.

Sec.

6.

RCW 64.55.010 and 2024 c 321 s 424 and 2024 c 122 s 1 are each reenacted and amended to read as follows:

Unless the context clearly requires otherwise, the definitions in RCW 64.90.010 and in this section apply throughout this chapter.

(1) "Attached dwelling unit" means any dwelling unit that is attached to another dwelling unit by a wall, floor, or ceiling that separates heated living spaces.

A garage is not a heated living space.

(2) "Building enclosure" means that part of any building, above or below grade, that physically separates the outside or exterior environment from interior environments and which weatherproofs, waterproofs, or otherwise protects the building or its components from water or moisture intrusion.

Interior environments consist of both heated and unheated enclosed spaces.

The building enclosure includes, but is not limited to, that portion of roofs, walls, balcony support columns, decks, windows, doors, vents, and other penetrations through exterior walls, which waterproof, weatherproof, or otherwise protect the building or its components from water or moisture intrusion.

(3) "Building enclosure design documents" means plans, details, and specifications for the building enclosure that have been stamped by a licensed engineer or architect.

The building enclosure design documents shall include details and specifications that are appropriate for the building in the professional judgment of the architect or engineer who prepared the same to waterproof, weatherproof, and otherwise protect the building or its components from water or moisture intrusion, including details of flashing, intersections at roof, eaves or parapets, means of drainage, water- resistive membrane, and details around openings.

(4) "Developer" means:

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10 EHB 1403 (a) With respect to a condominium or a conversion condominium, the declarant;

and (b) With respect to all other buildings, an individual, group of individuals, partnership, corporation, association, municipal corporation, state agency, or other entity or person that obtains a building permit for the construction or rehabilitative reconstruction of a multiunit residential building.

If a permit is obtained by service providers such as architects, contractors, and consultants who obtain permits for others as part of services rendered for a fee, the person for whom the permit is obtained shall be the developer, not the service provider.

(5) "Dwelling unit" has the meaning given to that phrase or similar phrases in the ordinances of the jurisdiction issuing the permit for construction of the building enclosure but if such ordinances do not provide a definition, then "dwelling unit" means a residence containing living, cooking, sleeping, and sanitary facilities.

(6) "Multiunit residential building" means:

(a) A building containing more than two attached dwelling units, including a building containing nonresidential units if the building also contains more than two attached dwelling units, but excluding the following classes of buildings:

(i) Hotels and motels;

(ii) Dormitories;

(iii) Care facilities;

(iv) Floating homes;

(v) A building that contains attached dwelling units that are each located on a single platted lot, except as provided in (b) of this subsection;

(vi) A building in which all of the dwelling units are held under one ownership and is subject to a recorded irrevocable sale prohibition covenant;

(vii) A building with 12 or fewer units that is no more than two stories;

and (viii) A building with 12 or fewer units that is no more than three stories so long as one story is utilized for parking, either above or below ground, or retail space, except if such building is subject to a 2-10 express warranty, as provided in RCW 64.90.675(4), as an alternative to the implied warranty in RCW 64.90.670.

D.

11 EHB 1403 (b) If the developer submits to the appropriate building department when applying for the building permit described in RCW 64.55.020 a statement that the developer elects to treat the improvement for which a permit is sought as a multiunit residential building for all purposes under this chapter, then "multiunit residential building" also means the following buildings for which such election has been made:

(i) A building containing only two attached dwelling units;

(ii) A building that does not contain attached dwelling units;

and (iii) Any building that contains attached dwelling units each of which is located on a single platted lot.

(7) "Party unit owner" means a unit owner who is a named party to an action subject to this chapter and does not include any unit owners whose involvement with the action stems solely from their membership in the association.

(8) "Qualified building inspector" means a person satisfying the requirements of RCW 64.55.040.

(9) "Rehabilitative construction" means construction work on the building enclosure of a multiunit residential building if the cost of such construction work is more than five percent of the assessed value of the building.

(10) "Sale prohibition covenant" means a recorded covenant that prohibits the sale or other disposition of individual dwelling units as or as part of a condominium for five years or more from the date of first occupancy except as otherwise provided in RCW 64.55.090, a certified copy of which the developer shall submit to the appropriate building department;

provided such covenant shall not apply to sales or dispositions listed in RCW 64.90.600(2).

The covenant must be recorded in the county in which the building is located and must be in substantially the following form:

This covenant has been recorded in the real property records of .

County, Washington, in satisfaction of the requirements of RCW 64.55.010 through 64.55.090.

The undersigned is the owner of the property described on Exhibit A (the "Property").

Until termination of this covenant, no dwelling unit in or on the Property may be sold as a condominium unit except for sales or dispositions listed in RCW 64.90.600(2).

D.

12 EHB 1403 This covenant terminates on the earlier of either:

(a) Compliance with the requirements of RCW 64.55.090, as certified by the owner of the Property in a recorded supplement hereto;

or (b) the fifth anniversary of the date of first occupancy of a dwelling unit as certified by the Owner in a recorded supplement hereto.

All title insurance companies and persons acquiring an interest in the Property may rely on the forgoing certifications without further inquiry in issuing any policy of title insurance or in acquiring an interest in the Property.

(11) "Stamped" means bearing the stamp and signature of the responsible licensed architect or engineer on the title page, and on every sheet of the documents, drawings, or specifications, including modifications to the documents, drawings, and specifications that become part of change orders or addenda to alter those documents, drawings, or specifications.

~~8-7.~~

~~Section~~Sections 2 and 5 of this act ~~expires~~expire January 1, 2028.

~~9-8.~~

~~Section~~Sections 3 and 6 of this act ~~takes~~take effect January 1, 2028.

~~1213 HB~~EHB 1403