

A-Engrossed
House Bill 3450

Ordered by the House May 19
Including House Amendments dated May 19

Sponsored by Representative TOMEI; Representatives BARKER, BUCKLEY, DEMBROW, GALIZIO, HOLVEY, KAHL, RILEY, SHIELDS, WITT (at the request of Deborah Kafoury)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Prohibits transferring title to [*single-family*] **one and two family** dwelling or multifamily housing that has carbon monoxide source unless dwelling or housing is equipped with carbon monoxide [*detector*] **alarm**. [*Prohibits issuing certificate of occupancy for dwelling or housing having carbon monoxide source unless dwelling or housing is equipped with detector.*] **Requires alarms in certain structures.**

Prohibits landlord from renting out dwelling unit that has carbon monoxide source or is located within structure that has carbon monoxide source, unless dwelling unit is equipped with carbon monoxide [*detector*] **alarm**. Imposes duty on landlord to repair and maintain [*detector*] **alarm**.

Prohibits removing or tampering with [*detector*] **alarm**. [*Makes violations subject to civil penalty of not more than \$250.*]

Requires tenant of rental dwelling unit to periodically test carbon monoxide [*detector*] **alarm**.

Requires seller's property disclosure statement to include information relating to carbon monoxide alarms.

Declares emergency, effective on passage.

A BILL FOR AN ACT

1
2 Relating to carbon monoxide; creating new provisions; amending ORS 90.302, 90.320, 90.325 and
3 105.464; and declaring an emergency.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. As used in sections 1 to 6 of this 2009 Act, unless the context requires oth-**
6 **erwise:**

7 (1) **"Carbon monoxide alarm" means a device that:**

8 (a) **Detects carbon monoxide;**

9 (b) **Produces a distinctive audible alert when carbon monoxide is detected;**

10 (c) **Conforms to State Fire Marshal rules;**

11 (d) **Is listed by Underwriters Laboratories or any other nationally recognized testing**
12 **laboratory or an equivalent organization; and**

13 (e) **Operates as a distinct unit or as two or more single station units wired to operate in**
14 **conjunction with each other.**

15 (2) **"Carbon monoxide source" means:**

16 (a) **A heater, fireplace, appliance or cooking source that uses coal, kerosene, petroleum**
17 **products, wood or other fuels that emit carbon monoxide as a by-product of combustion; or**

18 (b) **An attached garage with an opening that communicates directly with a living space.**

19 (3) **"Multifamily housing" means a building in which three or more residential units each**
20 **have space for eating, living and sleeping and permanent provisions for cooking and sanita-**

NOTE: Matter in **boldfaced** type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in **boldfaced** type.

1 tion.

2 (4) "One and two family dwelling" means a residential building that is regulated under
3 the state building code as a one and two family dwelling.

4 **SECTION 2.** (1) A person may not convey fee title to a one and two family dwelling or
5 multifamily housing that contains a carbon monoxide source, or transfer possession under
6 a land sale contract of a one and two family dwelling or multifamily housing that contains
7 a carbon monoxide source, unless one or more properly functioning carbon monoxide alarms
8 are installed in the dwelling or housing at locations that provide carbon monoxide detection
9 for all sleeping areas of the dwelling or housing.

10 (2) A carbon monoxide alarm in a one and two family dwelling or multifamily housing
11 described in subsection (1) of this section must be installed in conformance with applicable
12 rules of the State Fire Marshal and in conformance with any applicable requirements of the
13 state building code.

14 (3) Violation of this section or a rule adopted by the State Fire Marshal does not invali-
15 date any sale or transfer of possession of a one and two family dwelling or multifamily
16 housing.

17 **SECTION 3.** A purchaser or transferee of a one and two family dwelling or multifamily
18 housing who is aggrieved by a violation of section 2 of this 2009 Act or of a rule adopted
19 under section 4 of this 2009 Act may bring an individual action in an appropriate court to
20 recover the greater of actual damages or \$250 per residential unit. In any action brought
21 under this section, the court may award to a prevailing party, in addition to the relief pro-
22 vided in this section, reasonable attorney fees at trial and on appeal, and costs. Actions
23 brought under this section must be commenced within one year after the date of sale or
24 transfer.

25 **SECTION 4.** (1) The State Fire Marshal shall adopt rules establishing minimum standards
26 for carbon monoxide alarms in one and two family dwellings and multifamily housing. The
27 rules adopted by the State Fire Marshal may include, but need not be limited to, rules es-
28 tablishing minimum standards for the design, inspection, testing and maintenance of carbon
29 monoxide alarms.

30 (2) The State Fire Marshal shall adopt rules establishing standards for the placement and
31 location of carbon monoxide alarms in one and two family dwellings and multifamily housing
32 that were not subject to state building code requirements for carbon monoxide alarm place-
33 ment or location at the time of construction.

34 (3) In adopting rules under this section, the State Fire Marshal shall give consideration
35 to state building code requirements and any standards adopted by national safety organiza-
36 tions.

37 (4) Notwithstanding ORS 476.030, State Fire Marshal rules adopted under this section
38 shall apply for all governmental subdivisions in the state. A governmental subdivision, as
39 defined in ORS 476.005 may not enact or enforce any local ordinance, rule or regulation re-
40 garding the design, inspection, testing, maintenance, placement or location of carbon
41 monoxide alarms.

42 **SECTION 5.** (1) If a rental dwelling unit that is subject to ORS chapter 90 has a carbon
43 monoxide source or is located within a structure having a carbon monoxide source, the
44 landlord shall ensure that the dwelling unit has one or more carbon monoxide alarms in-
45 stalled in compliance with State Fire Marshal rules and the state building code. The landlord

1 shall provide the tenant of the dwelling unit with a written notice containing instructions for
2 testing of the alarms. The landlord shall provide the written notice to the tenant no later
3 than at the time that the tenant first takes possession of the premises.

4 (2) If the landlord receives written notice from the tenant of a deficiency in a carbon
5 monoxide alarm, other than dead batteries, the landlord shall repair or replace the alarm.
6 Supplying and maintaining a carbon monoxide alarm required under this section is a
7 habitable condition requirement under ORS 90.320.

8 **SECTION 6.** (1) As used in this section, “tamper” includes, but is not limited to, the re-
9 moval of working batteries.

10 (2) Except as otherwise provided in this section, a person may not remove or tamper with
11 a carbon monoxide alarm installed in a one and two family dwelling or multifamily housing.
12 This section does not prohibit the removal of, or tampering with, a carbon monoxide alarm:

13 (a) For the purpose of replacing a defective alarm or conforming the installation of the
14 alarm with State Fire Marshal rules;

15 (b) In a dwelling or housing that is being demolished or converted to nonresidential use;
16 or

17 (c) For the period that the removal or tampering is necessary for an active process of
18 remodeling or renovating the installation location.

19 **SECTION 7.** Section 8 of this 2009 Act is added to and made a part of ORS chapter 455.

20 **SECTION 8.** (1) As used in this section, “carbon monoxide alarm” has the meaning given
21 that term in section 1 of this 2009 Act.

22 (2) A carbon monoxide alarm is required in a structure that:

23 (a) Is new construction or that undergoes reconstruction, alteration or repair for which
24 a building permit is required; and

25 (b) Is identified under the structural specialty code as a residential Group R structure.

26 (3) A carbon monoxide alarm required by this section must be installed in accordance
27 with the manufacturer’s instructions and any applicable requirements of the state building
28 code.

29 **SECTION 9.** Section 10 of this 2009 Act is added to and made a part of ORS 90.100 to
30 90.465.

31 **SECTION 10.** (1) As used in this section, “carbon monoxide alarm” and “carbon monoxide
32 source” have the meanings given those terms in section 1 of this 2009 Act.

33 (2) A landlord may not enter into a rental agreement creating a new tenancy in a dwell-
34 ing unit that contains a carbon monoxide source or that is within a structure that contains
35 a carbon monoxide source unless, at the time the tenant takes possession of the dwelling
36 unit, the dwelling unit contains one or more properly functioning carbon monoxide alarms
37 installed in compliance with State Fire Marshal rules and with any applicable requirements
38 of the state building code. The landlord shall provide a new tenant with alarm testing in-
39 structions as described in section 5 of this 2009 Act.

40 (3) If a carbon monoxide alarm is battery-operated or has a battery-operated backup
41 system, the landlord shall supply working batteries for the alarm at the beginning of a new
42 tenancy.

43 **SECTION 11.** ORS 90.302 is amended to read:

44 90.302. (1) Except as specifically provided otherwise in this chapter, a landlord may require the
45 payment of a fee, if the fee is related to and designated as being charged for a specific reasonably

1 anticipated landlord expense. A landlord shall provide a receipt for the fee, and the receipt or a
2 written rental agreement shall describe the anticipated landlord expense to be covered by the fee
3 and describe the landlord's duties under subsection (4) of this section.

4 (2) Except as provided in subsection (3) of this section, a landlord may not charge a fee more
5 than once, at the beginning of or during the tenancy.

6 (3) A landlord may charge a fee more than once, at the beginning of or during the tenancy, for:

7 (a) A late rent payment, pursuant to ORS 90.260;

8 (b) A dishonored check, pursuant to ORS 30.701 (5);

9 (c) Removal or tampering with a properly functioning smoke alarm, [or] smoke detector **or**
10 **carbon monoxide alarm**, as provided in ORS 90.325 [(7)] (2), if a written rental agreement provides
11 for a fee for that removal or tampering; and

12 (d) Any other noncompliance by the tenant with a written rental agreement that provides for a
13 fee for that noncompliance, provided that the fee may not be excessive.

14 (4) A landlord may not be required to account for or return to the tenant any fee. Upon termi-
15 nation of a tenancy and delivery of possession, a landlord shall first apply any fee to the related
16 landlord expense as reasonably assessed against the tenant, before applying the tenant's security
17 deposit, if any, to that expense.

18 (5) Nonpayment of a fee is not grounds for termination of a rental agreement for nonpayment
19 of rent under ORS 90.394, but is grounds for termination of a rental agreement for cause under ORS
20 90.392 or 90.630 (1).

21 (6) This section does not apply to attorney fees awarded pursuant to ORS 90.255 or to applicant
22 screening charges paid pursuant to ORS 90.295.

23 **SECTION 12.** ORS 90.320 is amended to read:

24 90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a
25 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if
26 it substantially lacks:

27 (a) Effective waterproofing and weather protection of roof and exterior walls, including windows
28 and doors;

29 (b) Plumbing facilities [which] **that** conform to applicable law in effect at the time of installa-
30 tion, and maintained in good working order;

31 (c) A water supply approved under applicable law[, which] **that** is:

32 (A) Under the control of the tenant or landlord and is capable of producing hot and cold running
33 water;

34 (B) Furnished to appropriate fixtures;

35 (C) Connected to a sewage disposal system approved under applicable law; and

36 (D) Maintained so as to provide safe drinking water and to be in good working order to the
37 extent that the system can be controlled by the landlord;

38 (d) Adequate heating facilities [which] **that** conform to applicable law at the time of installation
39 and maintained in good working order;

40 (e) Electrical lighting with wiring and electrical equipment [which] **that** conform to applicable
41 law at the time of installation and maintained in good working order;

42 (f) Buildings, grounds and appurtenances at the time of the commencement of the rental agree-
43 ment in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free from
44 all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control
45 of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary

1 and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

2 (g) Except as otherwise provided by local ordinance or by written agreement between the land-
3 lord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in clean
4 condition and good repair at the time of the commencement of the rental agreement, and the land-
5 lord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their
6 removal;

7 (h) Floors, walls, ceilings, stairways and railings maintained in good repair;

8 (i) Ventilating, air conditioning and other facilities and appliances, including elevators, main-
9 tained in good repair if supplied or required to be supplied by the landlord;

10 (j) Safety from fire hazards, including a working smoke alarm or smoke detector, with working
11 batteries if solely battery-operated, provided only at the beginning of any new tenancy when the
12 tenant first takes possession of the premises, as provided in ORS 479.270, but not to include the
13 tenant's testing of the smoke alarm or smoke detector as provided in ORS 90.325 [(6)] (1); [or]

14 **(k) A carbon monoxide alarm, and the dwelling unit or the structure in which the**
15 **dwelling unit is a part contains a carbon monoxide source as defined in section 1 of this 2009**
16 **Act; or**

17 [(k)] (L) Working locks for all dwelling entrance doors, and, unless contrary to applicable law,
18 latches for all windows, by which access may be had to that portion of the premises [which] that
19 the tenant is entitled under the rental agreement to occupy to the exclusion of others and keys for
20 [such] those locks [which] that require keys.

21 (2) The landlord and tenant may agree in writing that the tenant is to perform specified repairs,
22 maintenance tasks and minor remodeling only if:

23 (a) The agreement of the parties is entered into in good faith and not for the purpose of evading
24 the obligations of the landlord;

25 (b) The agreement does not diminish the obligations of the landlord to other tenants in the
26 premises; and

27 (c) The terms and conditions of the agreement are clearly and fairly disclosed and adequate
28 consideration for the agreement is specifically stated.

29 (3) Any provisions of this section that reasonably apply only to a structure that is used as a
30 home, residence or sleeping place shall not apply to a manufactured dwelling, recreational vehicle
31 or floating home where the tenant owns the manufactured dwelling, recreational vehicle or floating
32 home, rents the space and, in the case of a dwelling or home, the space is not in a facility. Manu-
33 factured dwelling or floating home tenancies in which the tenant owns the dwelling or home and
34 rents space in a facility shall be governed by ORS 90.730, not by this section.

35 **SECTION 13.** ORS 90.325 is amended to read:

36 90.325. (1) The tenant shall:

37 [(1)] (a) Use the parts of the premises including the living room, bedroom, kitchen, bathroom and
38 dining room in a reasonable manner considering the purposes for which they were designed and in-
39 tended.[;]

40 [(2)] (b) Keep all areas of the premises under control of the tenant in every part as clean, san-
41 itary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the
42 condition of the premises permits and to the extent that the tenant is responsible for causing the
43 problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any reason-
44 able effort to remedy the problem.[;]

45 [(3)] (c) Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean,

1 safe and legal manner. With regard to needles, syringes and other infectious waste, as defined in
2 ORS 459.386, the tenant may not dispose of these items by placing them in garbage receptacles or
3 in any other place or manner except as authorized by state and local governmental agencies[;].

4 [(4)] (d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their
5 condition permits.[;]

6 [(5)] (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air
7 conditioning and other facilities and appliances including elevators in the premises.[;]

8 [(6)] (f) Test at least once every six months and replace batteries as needed in any smoke
9 alarm, [or] smoke detector **or carbon monoxide alarm** provided by the landlord and notify the
10 landlord in writing of any operating deficiencies. [as described in ORS 479.275;]

11 [(7) Not remove or tamper with a properly functioning smoke alarm or smoke detector, including
12 removing any working batteries, as provided in ORS 479.300;]

13 [(8) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the
14 premises or knowingly permit any person to do so; and]

15 [(9)] (g) Behave and require other persons on the premises with the consent of the tenant to
16 behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.

17 **(2) A tenant may not:**

18 **(a) Remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm**
19 **as described in ORS 479.300 or section 6 of this 2009 Act.**

20 **(b) Deliberately or negligently destroy, deface, damage, impair or remove any part of the**
21 **premises or knowingly permit any person to do so.**

22 **SECTION 14.** ORS 105.464 is amended to read:

23 105.464. A seller's property disclosure statement must be in substantially the following form:
24
25

26
27 If required under ORS 105.465, a seller shall deliver in substantially the following form the
28 seller's property disclosure statement to each buyer who makes a written offer to purchase
29 real property in this state:
30

31
32 **INSTRUCTIONS TO THE SELLER**

33
34 Please complete the following form. Do not leave any spaces blank. Please refer to the line
35 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-
36 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page
37 of this disclosure statement and each attachment.
38

39 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer
40 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the
41 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
42 section(s) of the form that apply to the transaction for which the form is used. If you are claiming
43 an exclusion under ORS 105.470, fill out only Section 1.
44

45 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-

cluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470)

Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.

Initial only the exclusion you wish to claim.

_____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #_____, issued by _____.

_____ This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

_____ The seller is a court appointed receiver, personal representative, trustee, conservator or guardian.

_____ This sale or transfer is by a governmental agency.

Signature(s) of Seller claiming exclusion
Date _____

Buyer(s) to acknowledge Seller's claim
Date _____

(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.)

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY)
(ORS 105.464)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE

1 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED
2 AT _____ (“THE PROPERTY”).
3

4 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS
5 OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE.
6 BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE
7 STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED
8 WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S
9 DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTER-
10 ING INTO A SALE AGREEMENT.

11
12 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
13 PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED
14 SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF INCLUDING, FOR EXAM-
15 PLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS,
16 ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CER-
17 TIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

18
19 Seller _____ is/ _____ is not occupying the property.
20

21 I. SELLER’S REPRESENTATIONS:
22

23 The following are representations made by the seller and are not the representations of any finan-
24 cial institution that may have made or may make a loan pertaining to the property, or that may
25 have or take a security interest in the property, or any real estate licensee engaged by the seller
26 or the buyer.
27

28 *If you mark yes on items with *, attach a copy or explain on an attached sheet.
29

30 1. TITLE

31 A. Do you have legal authority to sell the property? []Yes []No []Unknown

32 *B. Is title to the property subject to any of the
33 following: []Yes []No []Unknown

34 (1) First right of refusal

35 (2) Option

36 (3) Lease or rental agreement

37 (4) Other listing

38 (5) Life estate?

39 *C. Is the property being transferred an
40 unlawfully established unit of land? []Yes []No []Unknown

41 *D. Are there any encroachments, boundary
42 agreements, boundary disputes or recent
43 boundary changes? []Yes []No []Unknown

44 *E. Are there any rights of way, easements,
45 licenses, access limitations or claims that

- 1 may affect your interest in the property? []Yes []No []Unknown
 2 *F. Are there any agreements for joint
 3 maintenance of an easement or right of way? []Yes []No []Unknown
 4 *G. Are there any governmental studies, designations,
 5 zoning overlays, surveys or notices that would
 6 affect the property? []Yes []No []Unknown
 7 *H. Are there any pending or existing governmental
 8 assessments against the property? []Yes []No []Unknown
 9 *I. Are there any zoning violations or
 10 nonconforming uses? []Yes []No []Unknown
 11 *J. Is there a boundary survey for the
 12 property? []Yes []No []Unknown
 13 *K. Are there any covenants, conditions,
 14 restrictions or private assessments that
 15 affect the property? []Yes []No []Unknown
 16 *L. Is the property subject to any special tax
 17 assessment or tax treatment that may result
 18 in levy of additional taxes if the property
 19 is sold? []Yes []No []Unknown
 20
 21 2. WATER
 22 A. Household water
 23 (1) The source of the water is (check ALL that apply):
 24 []Public []Community []Private
 25 []Other _____
 26 (2) Water source information:
 27 *a. Does the water source require a water permit? []Yes []No []Unknown
 28 If yes, do you have a permit? []Yes []No
 29 b. Is the water source located on the property? []Yes []No []Unknown
 30 *If not, are there any written agreements for
 31 a shared water source? []Yes []No []Unknown []NA
 32 *c. Is there an easement (recorded or unrecorded)
 33 for your access to or maintenance of the water
 34 source? []Yes []No []Unknown
 35 d. If the source of water is from a well or spring,
 36 have you had any of the following in the past
 37 12 months? []Flow test []Bacteria test
 38 []Chemical contents test []Yes []No []Unknown []NA
 39 *e. Are there any water source plumbing problems
 40 or needed repairs? []Yes []No []Unknown
 41 (3) Are there any water treatment systems for
 42 the property? []Yes []No []Unknown
 43 []Leased []Owned
 44 B. Irrigation
 45 (1) Are there any [] water rights or [] other

1 irrigation rights for the property? []Yes []No []Unknown

2 *(2) If any exist, has the irrigation water been
3 used during the last five-year period? []Yes []No []Unknown []NA

4 *(3) Is there a water rights certificate or other
5 written evidence available? []Yes []No []Unknown []NA

6 C. Outdoor sprinkler system

7 (1) Is there an outdoor sprinkler system for the
8 property? []Yes []No []Unknown

9 (2) Has a back flow valve been installed? []Yes []No []Unknown []NA

10 (3) Is the outdoor sprinkler system operable? []Yes []No []Unknown []NA

11

12 3. SEWAGE SYSTEM

13 A. Is the property connected to a public or
14 community sewage system? []Yes []No []Unknown

15 B. Are there any new public or community sewage
16 systems proposed for the property? []Yes []No []Unknown

17 C. Is the property connected to an on-site septic
18 system? []Yes []No []Unknown

19 If yes, was it installed by permit? []Yes []No []Unknown []NA

20 *Has the system been repaired or altered? []Yes []No []Unknown

21 Has the condition of the system been
22 evaluated and a report issued? []Yes []No []Unknown

23 Has it ever been pumped? []Yes []No []Unknown []NA

24 If yes, when? _____

25 *D. Are there any sewage system problems or
26 needed repairs? []Yes []No []Unknown

27 E. Does your sewage system require on-site
28 pumping to another level? []Yes []No []Unknown

29

30 4. DWELLING INSULATION

31 A. Is there insulation in the:

32 (1) Ceiling? []Yes []No []Unknown

33 (2) Exterior walls? []Yes []No []Unknown

34 (3) Floors? []Yes []No []Unknown

35 B. Are there any defective insulated doors or
36 windows? []Yes []No []Unknown

37

38 5. DWELLING STRUCTURE

39 *A. Has the roof leaked? []Yes []No []Unknown

40 If yes, has it been repaired? []Yes []No []Unknown []NA

41 B. Are there any additions, conversions or
42 remodeling? []Yes []No []Unknown

43 If yes, was a building permit required? []Yes []No []Unknown []NA

44 If yes, was a building permit obtained? []Yes []No []Unknown []NA

45 If yes, was final inspection obtained? []Yes []No []Unknown []NA

- 1 C. Are there smoke alarms or detectors? []Yes []No []Unknown
 2 [D. *Is there a woodstove included in the sale?* []Yes []No []Unknown
 3 *Make _____*
 4 *E. *Has pest and dry rot, structural or*
 5 *'whole house' inspection been done*
 6 *within the last three years?* []Yes []No []Unknown
 7 *F. *Are there any moisture problems, areas of*
 8 *water penetration, mildew odors or other*
 9 *moisture conditions (especially in the*
 10 *basement)?* []Yes []No []Unknown
 11 **If yes, explain on attached sheet the frequency and*
 12 *extent of problem and any insurance claims,*
 13 *repairs or remediation done.*
 14 G. *Is there a sump pump on the property?* []Yes []No []Unknown
 15 H. *Are there any materials used in the*
 16 *construction of the structure that are or*
 17 *have been the subject of a recall, class*
 18 *action suit, settlement or litigation?* []Yes []No []Unknown
 19 *If yes, what are the materials? _____]*
 20 **D. Are there carbon monoxide alarms?** []Yes []No []Unknown
 21 **E. Is there a woodstove included in the sale?** []Yes []No []Unknown
 22 **Make _____**
 23 *F. **Has pest and dry rot, structural or**
 24 **'whole house' inspection been done**
 25 **within the last three years?** []Yes []No []Unknown
 26 *G. **Are there any moisture problems, areas of**
 27 **water penetration, mildew odors or other**
 28 **moisture conditions (especially in the**
 29 **basement)?** []Yes []No []Unknown
 30 ***If yes, explain on attached sheet the frequency**
 31 **and extent of problem and any insurance**
 32 **claims, repairs or remediation done.**
 33 **H. Is there a sump pump on the property?** []Yes []No []Unknown
 34 **I. Are there any materials used in the**
 35 **construction of the structure that are or**
 36 **have been the subject of a recall, class**
 37 **action suit, settlement or litigation?** []Yes []No []Unknown
 38 **If yes, what are the materials? _____**
 39 (1) Are there problems with the materials? []Yes []No []Unknown []NA
 40 (2) Are the materials covered by a warranty? []Yes []No []Unknown []NA
 41 (3) Have the materials been inspected? []Yes []No []Unknown []NA
 42 (4) Have there ever been claims filed for these
 43 materials by you or by previous owners? []Yes []No []Unknown []NA
 44 If yes, when? _____
 45 (5) Was money received? []Yes []No []Unknown []NA

- 1 (6) Were any of the materials repaired or
 2 replaced?]Yes]No]Unknown]NA
 3
- 4 6. DWELLING SYSTEMS AND FIXTURES
 5 If the following systems or fixtures are included
 6 in the purchase price, are they in good working
 7 order on the date this form is signed?
- 8 A. Electrical system, including wiring, switches,
 9 outlets and service]Yes]No]Unknown
- 10 B. Plumbing system, including pipes, faucets,
 11 fixtures and toilets]Yes]No]Unknown
- 12 C. Water heater tank]Yes]No]Unknown
- 13 D. Garbage disposal]Yes]No]Unknown]NA
- 14 E. Built-in range and oven]Yes]No]Unknown]NA
- 15 F. Built-in dishwasher]Yes]No]Unknown]NA
- 16 G. Sump pump]Yes]No]Unknown]NA
- 17 H. Heating and cooling systems]Yes]No]Unknown]NA
- 18 I. Security system]Owned]Leased]Yes]No]Unknown]NA
- 19 J. Are there any materials or products used in
 20 the systems and fixtures that are or have
 21 been the subject of a recall, class action
 22 settlement or other litigations?]Yes]No]Unknown
 23 If yes, what product? _____
- 24 (1) Are there problems with the product?]Yes]No]Unknown
- 25 (2) Is the product covered by a warranty?]Yes]No]Unknown
- 26 (3) Has the product been inspected?]Yes]No]Unknown
- 27 (4) Have claims been filed for this product
 28 by you or by previous owners?]Yes]No]Unknown
 29 If yes, when? _____
- 30 (5) Was money received?]Yes]No]Unknown
- 31 (6) Were any of the materials or products repaired
 32 or replaced?]Yes]No]Unknown
- 33
- 34 7. COMMON INTEREST
- 35 A. Is there a Home Owners' Association
 36 or other governing entity?]Yes]No]Unknown
- 37 Name of Association or Other Governing
 38 Entity _____
 39 Contact Person _____
 40 Address _____
 41 Phone Number _____
- 42 B. Regular periodic assessments: \$_____
- 43 per]Month]Year]Other _____
- 44 *C. Are there any pending or proposed special
 45 assessments?]Yes]No]Unknown

- 1 D. Are there shared 'common areas' or joint
 2 maintenance agreements for facilities like
 3 walls, fences, pools, tennis courts, walkways
 4 or other areas co-owned in undivided interest
 5 with others?]Yes]No]Unknown
- 6 E. Is the Home Owners' Association or other
 7 governing entity a party to pending litigation
 8 or subject to an unsatisfied judgment?]Yes]No]Unknown]NA
- 9 F. Is the property in violation of recorded
 10 covenants, conditions and restrictions or in
 11 violation of other bylaws or governing rules,
 12 whether recorded or not?]Yes]No]Unknown]NA
- 13
- 14 8. GENERAL
- 15 A. Are there problems with settling, soil,
 16 standing water or drainage on the property
 17 or in the immediate area?]Yes]No]Unknown
- 18 B. Does the property contain fill?]Yes]No]Unknown
- 19 C. Is there any material damage to the property or
 20 any of the structure(s) from fire, wind, floods,
 21 beach movements, earthquake, expansive soils
 22 or landslides?]Yes]No]Unknown
- 23 D. Is the property in a designated floodplain?]Yes]No]Unknown
- 24 E. Is the property in a designated slide or other
 25 geologic hazard zone?]Yes]No]Unknown
- 26 *F. Has any portion of the property been tested
 27 or treated for asbestos, formaldehyde, radon
 28 gas, lead-based paint, mold, fuel or chemical
 29 storage tanks or contaminated soil or water?]Yes]No]Unknown
- 30 G. Are there any tanks or underground storage
 31 tanks (e.g., septic, chemical, fuel, etc.)
 32 on the property?]Yes]No]Unknown
- 33 H. Has the property ever been used as an illegal
 34 drug manufacturing or distribution site?]Yes]No]Unknown
 35 *If yes, was a Certificate of Fitness issued?]Yes]No]Unknown
- 36 *I. Has the property been classified as
 37 forestland-urban interface?]Yes]No]Unknown
- 38
- 39 9. FULL DISCLOSURE BY SELLERS
- 40 *A. Are there any other material defects
 41 affecting this property or its value
 42 that a prospective buyer should
 43 know about?]Yes]No
 44 *If yes, describe the defect on attached sheet
 45 and explain the frequency and extent of the

1 problem and any insurance claims, repairs or
2 remediation.

3 B. Verification:

4 The foregoing answers and attached explanations (if any) are complete and correct to
5 the best of my/our knowledge and I/we have received a copy of this disclosure statement.
6 I/we authorize my/our agents to deliver a copy of this disclosure statement to all
7 prospective buyers of the property or their agents.

8
9 Seller(s) signature:

10
11 SELLER _____ DATE _____

12
13 SELLER _____ DATE _____
14 _____

15
16
17 II. BUYER'S ACKNOWLEDGMENT

18
19 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are
20 known to me/us or can be known by me/us by utilizing diligent attention and observation.

21
22 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in
23 any amendments to this statement are made only by the seller and are not the representations of
24 any financial institution that may have made or may make a loan pertaining to the property, or that
25 may have or take a security interest in the property, or of any real estate licensee engaged by the
26 seller or buyer. A financial institution or real estate licensee is not bound by and has no liability
27 with respect to any representation, misrepresentation, omission, error or inaccuracy contained in
28 another party's disclosure statement required by this section or any amendment to the disclosure
29 statement.

30
31 C. Buyer (which term includes all persons signing the 'buyer's acknowledgment' portion of this dis-
32 closure statement below) hereby acknowledges receipt of a copy of this disclosure statement (in-
33 cluding attachments, if any) bearing seller's signature(s).

34
35 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON
36 THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DIS-
37 CLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,
38 HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO
39 REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT
40 OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS
41 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

42
43 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY
44 DISCLOSURE STATEMENT.

1 BUYER _____ DATE _____

2

3 BUYER _____ DATE _____

4

5 Agent receiving disclosure statement on buyer's behalf to sign and date:

6

7 _____ Real Estate Licensee

8

9 _____ Real Estate Firm

10

11 Date received by agent _____

12

13
14 **SECTION 15.** Sections 1 to 6, 8 and 10 of this 2009 Act shall be known and may be cited
15 as the Lofgren and Zander Memorial Act.

16 **SECTION 16.** Sections 5 and 8 of this 2009 Act become operative on April 1, 2011.

17 **SECTION 17.** (1) Sections 2 and 3 of this 2009 Act apply to a conveyance of fee title that
18 is recorded on or after April 1, 2011.

19 (2) Section 10 of this 2009 Act and the amendments to ORS 90.320 by section 12 of this
20 2009 Act apply to rental agreements that a landlord enters into on or after July 1, 2010.

21 (3) The amendments to ORS 105.464 by section 14 of this 2009 Act apply to property dis-
22 closures made by a seller on or after April 1, 2011, to a buyer making a written offer.

23 **SECTION 18.** The State Fire Marshal shall complete the adoption of rules under section
24 4 of this 2009 Act in time for the rules to become effective July 1, 2010.

25 **SECTION 19.** This 2009 Act being necessary for the immediate preservation of the public
26 peace, health and safety, an emergency is declared to exist, and this 2009 Act takes effect
27 on its passage.

28
