

HOUSE AMENDMENTS TO HOUSE BILL 3450

By COMMITTEE ON RULES

May 19

1 On page 1 of the printed bill, line 2, after the second semicolon delete the rest of the line and
2 insert “amending ORS 90.302, 90.320, 90.325 and 105.464; and declaring an emergency.”.

3 Delete lines 4 through 27 and delete pages 2 through 6 and insert:

4 **“SECTION 1. As used in sections 1 to 6 of this 2009 Act, unless the context requires**
5 **otherwise:**

6 **“(1) ‘Carbon monoxide alarm’ means a device that:**

7 **“(a) Detects carbon monoxide;**

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

9 **“(c) Conforms to State Fire Marshal rules;**

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

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

14 **“(2) ‘Carbon monoxide source’ means:**

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

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

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

21 **“(4) ‘One and two family dwelling’ means a residential building that is regulated under**
22 **the state building code as a one and two family dwelling.**

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

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

33 **“(3) Violation of this section or a rule adopted by the State Fire Marshal does not inval-**
34 **idate any sale or transfer of possession of a one and two family dwelling or multifamily**
35 **housing.**

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

9 **“SECTION 4. (1) The State Fire Marshal shall adopt rules establishing minimum stan-**
10 **dards for carbon monoxide alarms in one and two family dwellings and multifamily housing.**
11 **The rules adopted by the State Fire Marshal may include, but need not be limited to, rules**
12 **establishing minimum standards for the design, inspection, testing and maintenance of car-**
13 **bon monoxide alarms.**

14 **“(2) The State Fire Marshal shall adopt rules establishing standards for the placement**
15 **and location of carbon monoxide alarms in one and two family dwellings and multifamily**
16 **housing that were not subject to state building code requirements for carbon monoxide alarm**
17 **placement or location at the time of construction.**

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

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

26 **“SECTION 5. (1) If a rental dwelling unit that is subject to ORS chapter 90 has a carbon**
27 **monoxide source or is located within a structure having a carbon monoxide source, the**
28 **landlord shall ensure that the dwelling unit has one or more carbon monoxide alarms in-**
29 **stalled in compliance with State Fire Marshal rules and the state building code. The landlord**
30 **shall provide the tenant of the dwelling unit with a written notice containing instructions for**
31 **testing of the alarms. The landlord shall provide the written notice to the tenant no later**
32 **than at the time that the tenant first takes possession of the premises.**

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

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

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

43 **“(a) For the purpose of replacing a defective alarm or conforming the installation of the**
44 **alarm with State Fire Marshal rules;**

45 **“(b) In a dwelling or housing that is being demolished or converted to nonresidential use;**

1 or

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

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

5 “SECTION 8. (1) As used in this section, ‘carbon monoxide alarm’ has the meaning given
6 that term in section 1 of this 2009 Act.

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

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

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

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

14 “SECTION 9. Section 10 of this 2009 Act is added to and made a part of ORS 90.100 to
15 90.465.

16 “SECTION 10. (1) As used in this section, ‘carbon monoxide alarm’ and ‘carbon monoxide
17 source’ have the meanings given those terms in section 1 of this 2009 Act.

18 “(2) A landlord may not enter into a rental agreement creating a new tenancy in a
19 dwelling unit that contains a carbon monoxide source or that is within a structure that
20 contains a carbon monoxide source unless, at the time the tenant takes possession of the
21 dwelling unit, the dwelling unit contains one or more properly functioning carbon monoxide
22 alarms installed in compliance with State Fire Marshal rules and with any applicable re-
23 quirements of the state building code. The landlord shall provide a new tenant with alarm
24 testing instructions as described in section 5 of this 2009 Act.

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

28 “SECTION 11. ORS 90.302 is amended to read:

29 “90.302. (1) Except as specifically provided otherwise in this chapter, a landlord may require the
30 payment of a fee, if the fee is related to and designated as being charged for a specific reasonably
31 anticipated landlord expense. A landlord shall provide a receipt for the fee, and the receipt or a
32 written rental agreement shall describe the anticipated landlord expense to be covered by the fee
33 and describe the landlord’s duties under subsection (4) of this section.

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

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

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

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

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

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

44 “(4) A landlord may not be required to account for or return to the tenant any fee. Upon ter-
45 mination of a tenancy and delivery of possession, a landlord shall first apply any fee to the related

1 landlord expense as reasonably assessed against the tenant, before applying the tenant's security
2 deposit, if any, to that expense.

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

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

8 “**SECTION 12.** ORS 90.320 is amended to read:

9 “90.320. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a
10 habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if
11 it substantially lacks:

12 “(a) Effective waterproofing and weather protection of roof and exterior walls, including win-
13 dows and doors;

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

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

17 “(A) Under the control of the tenant or landlord and is capable of producing hot and cold run-
18 ning water;

19 “(B) Furnished to appropriate fixtures;

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

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

23 “(d) Adequate heating facilities [*which*] **that** conform to applicable law at the time of installa-
24 tion and maintained in good working order;

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

27 “(f) Buildings, grounds and appurtenances at the time of the commencement of the rental
28 agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary and free
29 from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under
30 control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean,
31 sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin;

32 “(g) Except as otherwise provided by local ordinance or by written agreement between the
33 landlord and the tenant, an adequate number of appropriate receptacles for garbage and rubbish in
34 clean condition and good repair at the time of the commencement of the rental agreement, and the
35 landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for
36 their removal;

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

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

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

44 “(k) **A carbon monoxide alarm, and the dwelling unit or the structure in which the**
45 **dwelling unit is a part contains a carbon monoxide source as defined in section 1 of this 2009**

1 **Act; or**

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

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

8 “(a) The agreement of the parties is entered into in good faith and not for the purpose of evad-
9 ing the obligations of the landlord;

10 “(b) The agreement does not diminish the obligations of the landlord to other tenants in the
11 premises; and

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

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

20 “**SECTION 13.** ORS 90.325 is amended to read:

21 “90.325. **(1)** The tenant shall:

22 “[(1)] **(a)** Use the parts of the premises including the living room, bedroom, kitchen, bathroom
23 and dining room in a reasonable manner considering the purposes for which they were designed and
24 intended.[]]

25 “[(2)] **(b)** Keep all areas of the premises under control of the tenant in every part as clean,
26 sanitary and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as
27 the condition of the premises permits and to the extent that the tenant is responsible for causing
28 the problem. The tenant shall cooperate to a reasonable extent in assisting the landlord in any
29 reasonable effort to remedy the problem.[]]

30 “[(3)] **(c)** Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean,
31 safe and legal manner. With regard to needles, syringes and other infectious waste, as defined in
32 ORS 459.386, the tenant may not dispose of these items by placing them in garbage receptacles or
33 in any other place or manner except as authorized by state and local governmental agencies[;].

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

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

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

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

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

45 “[(9)] **(g)** Behave and require other persons on the premises with the consent of the tenant to

1 behave in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.

2 **“(2) A tenant may not:**

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

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

7 **“SECTION 14.** ORS 105.464 is amended to read:

8 “105.464. A seller’s property disclosure statement must be in substantially the following form:

9
10 “ _____

11
12 If required under ORS 105.465, a seller shall deliver in substantially the following form the
13 seller’s property disclosure statement to each buyer who makes a written offer to purchase
14 real property in this state:

15 “ _____

16
17 **INSTRUCTIONS TO THE SELLER**

18
19 Please complete the following form. Do not leave any spaces blank. Please refer to the line
20 number(s) of the question(s) when you provide your explanation(s). If you are not claiming an ex-
21 clusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page
22 of this disclosure statement and each attachment.

23
24 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer
25 who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the
26 buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
27 section(s) of the form that apply to the transaction for which the form is used. If you are claiming
28 an exclusion under ORS 105.470, fill out only Section 1.

29
30 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not ex-
31 cluded, the seller must disclose the condition of the property or the buyer may revoke their offer
32 to purchase anytime prior to closing the transaction. Questions regarding the legal consequences
33 of the seller’s choice should be directed to a qualified attorney.

34 “ _____

35
36 **(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION**
37 **UNDER ORS 105.470)**

38
39 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

40
41 You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not
42 claiming an exclusion, you must fill out Section 2 of this form completely.

43
44 Initial only the exclusion you wish to claim.

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

3
4 _____ This sale is by a financial institution that acquired the property as custodian, agent or
5 trustee, or by foreclosure or deed in lieu of foreclosure.

6
7 _____ The seller is a court appointed receiver, personal representative, trustee, conservator or
8 guardian.

9
10 _____ This sale or transfer is by a governmental agency.

11
12 _____
13 Signature(s) of Seller claiming exclusion

14 Date _____

15
16 _____
17 Buyer(s) to acknowledge Seller's claim

18 Date _____

19 “ _____

20
21
22 (IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SEC-
23 TION.)

24
25 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

26
27 (NOT A WARRANTY)

28 (ORS 105.464)

29
30 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE
31 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED
32 AT _____ ('THE PROPERTY').

33
34 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS
35 OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE.
36 BUYER HAS FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE
37 STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED
38 WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S
39 DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTER-
40 ING INTO A SALE AGREEMENT.

41
42 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS
43 PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED
44 SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAM-
45 PLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS,

1 ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CER-
2 TIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

3
4 Seller _____ is/ _____ is not occupying the property.

5
6 I. SELLER'S REPRESENTATIONS:

7
8 The following are representations made by the seller and are not the representations of any finan-
9 cial institution that may have made or may make a loan pertaining to the property, or that may
10 have or take a security interest in the property, or any real estate licensee engaged by the seller
11 or the buyer.

12
13 *If you mark yes on items with *, attach a copy or explain on an attached sheet.

14
15 1. TITLE

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

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

19 (1) First right of refusal

20 (2) Option

21 (3) Lease or rental agreement

22 (4) Other listing

23 (5) Life estate?

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

26 *D. Are there any encroachments, boundary
27 agreements, boundary disputes or recent
28 boundary changes? []Yes []No []Unknown

29 *E. Are there any rights of way, easements,
30 licenses, access limitations or claims that
31 may affect your interest in the property? []Yes []No []Unknown

32 *F. Are there any agreements for joint
33 maintenance of an easement or right of way? []Yes []No []Unknown

34 *G. Are there any governmental studies, designations,
35 zoning overlays, surveys or notices that would
36 affect the property? []Yes []No []Unknown

37 *H. Are there any pending or existing governmental
38 assessments against the property? []Yes []No []Unknown

39 *I. Are there any zoning violations or
40 nonconforming uses? []Yes []No []Unknown

41 *J. Is there a boundary survey for the
42 property? []Yes []No []Unknown

43 *K. Are there any covenants, conditions,
44 restrictions or private assessments that
45 affect the property? []Yes []No []Unknown

1 *L. Is the property subject to any special tax
2 assessment or tax treatment that may result
3 in levy of additional taxes if the property
4 is sold? []Yes []No []Unknown
5
6 2. WATER
7 A. Household water
8 (1) The source of the water is (check ALL that apply):
9 []Public []Community []Private
10 []Other _____
11 (2) Water source information:
12 *a. Does the water source require a water permit? []Yes []No []Unknown
13 If yes, do you have a permit? []Yes []No
14 b. Is the water source located on the property? []Yes []No []Unknown
15 *If not, are there any written agreements for
16 a shared water source? []Yes []No []Unknown []NA
17 *c. Is there an easement (recorded or unrecorded)
18 for your access to or maintenance of the water
19 source? []Yes []No []Unknown
20 d. If the source of water is from a well or spring,
21 have you had any of the following in the past
22 12 months? []Flow test []Bacteria test
23 []Chemical contents test []Yes []No []Unknown []NA
24 *e. Are there any water source plumbing problems
25 or needed repairs? []Yes []No []Unknown
26 (3) Are there any water treatment systems for
27 the property? []Yes []No []Unknown
28 []Leased []Owned
29 B. Irrigation
30 (1) Are there any [] water rights or [] other
31 irrigation rights for the property? []Yes []No []Unknown
32 *(2) If any exist, has the irrigation water been
33 used during the last five-year period? []Yes []No []Unknown []NA
34 *(3) Is there a water rights certificate or other
35 written evidence available? []Yes []No []Unknown []NA
36 C. Outdoor sprinkler system
37 (1) Is there an outdoor sprinkler system for the
38 property? []Yes []No []Unknown
39 (2) Has a back flow valve been installed? []Yes []No []Unknown []NA
40 (3) Is the outdoor sprinkler system operable? []Yes []No []Unknown []NA
41
42 3. SEWAGE SYSTEM
43 A. Is the property connected to a public or
44 community sewage system? []Yes []No []Unknown
45 B. Are there any new public or community sewage

1 systems proposed for the property? []Yes []No []Unknown

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

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

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

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

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

9 If yes, when? _____

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

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

14

15 4. DWELLING INSULATION

16 A. Is there insulation in the:

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

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

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

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

22

23 5. DWELLING STRUCTURE

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

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

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

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

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

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

31 C. Are there smoke alarms or detectors? []Yes []No []Unknown

32 [D. *Is there a woodstove included in the sale?* []Yes []No []Unknown

33 *Make _____*

34 *E. *Has pest and dry rot, structural or*
35 *'whole house' inspection been done*
36 *within the last three years?* []Yes []No []Unknown

37 *F. *Are there any moisture problems, areas of*
38 *water penetration, mildew odors or other*
39 *moisture conditions (especially in the*
40 *basement)?* []Yes []No []Unknown

41 **If yes, explain on attached sheet the frequency and*
42 *extent of problem and any insurance claims,*
43 *repairs or remediation done.*

44 G. *Is there a sump pump on the property?* []Yes []No []Unknown

45 H. *Are there any materials used in the*

1 *construction of the structure that are or*
2 *have been the subject of a recall, class*
3 *action suit, settlement or litigation?* *Yes* *No* *Unknown*
4 *If yes, what are the materials? _____]*

5 **D. Are there carbon monoxide alarms?** **Yes** **No** **Unknown**
6 **E. Is there a woodstove included in the sale?** **Yes** **No** **Unknown**
7 **Make _____**

8 ***F. Has pest and dry rot, structural or**
9 **'whole house' inspection been done**
10 **within the last three years?** **Yes** **No** **Unknown**

11 ***G. Are there any moisture problems, areas of**
12 **water penetration, mildew odors or other**
13 **moisture conditions (especially in the**
14 **basement)?** **Yes** **No** **Unknown**
15 ***If yes, explain on attached sheet the frequency**
16 **and extent of problem and any insurance**
17 **claims, repairs or remediation done.**

18 **H. Is there a sump pump on the property?** **Yes** **No** **Unknown**

19 **I. Are there any materials used in the**
20 **construction of the structure that are or**
21 **have been the subject of a recall, class**
22 **action suit, settlement or litigation?** **Yes** **No** **Unknown**
23 **If yes, what are the materials? _____**

24 (1) Are there problems with the materials? **Yes** **No** **Unknown** **NA**
25 (2) Are the materials covered by a warranty? **Yes** **No** **Unknown** **NA**
26 (3) Have the materials been inspected? **Yes** **No** **Unknown** **NA**
27 (4) Have there ever been claims filed for these
28 materials by you or by previous owners? **Yes** **No** **Unknown** **NA**
29 If yes, when? _____

30 (5) Was money received? **Yes** **No** **Unknown** **NA**
31 (6) Were any of the materials repaired or
32 replaced? **Yes** **No** **Unknown** **NA**

33

34 **6. DWELLING SYSTEMS AND FIXTURES**
35 If the following systems or fixtures are included
36 in the purchase price, are they in good working
37 order on the date this form is signed?

38 **A. Electrical system, including wiring, switches,**
39 **outlets and service** **Yes** **No** **Unknown**
40 **B. Plumbing system, including pipes, faucets,**
41 **fixtures and toilets** **Yes** **No** **Unknown**
42 **C. Water heater tank** **Yes** **No** **Unknown**
43 **D. Garbage disposal** **Yes** **No** **Unknown** **NA**
44 **E. Built-in range and oven** **Yes** **No** **Unknown** **NA**
45 **F. Built-in dishwasher** **Yes** **No** **Unknown** **NA**

- 1 G. Sump pump []Yes []No []Unknown []NA
2 H. Heating and cooling systems []Yes []No []Unknown []NA
3 I. Security system []Owned []Leased []Yes []No []Unknown []NA
4 J. Are there any materials or products used in
5 the systems and fixtures that are or have
6 been the subject of a recall, class action
7 settlement or other litigations? []Yes []No []Unknown
8 If yes, what product? _____
9 (1) Are there problems with the product? []Yes []No []Unknown
10 (2) Is the product covered by a warranty? []Yes []No []Unknown
11 (3) Has the product been inspected? []Yes []No []Unknown
12 (4) Have claims been filed for this product
13 by you or by previous owners? []Yes []No []Unknown
14 If yes, when? _____
15 (5) Was money received? []Yes []No []Unknown
16 (6) Were any of the materials or products repaired
17 or replaced? []Yes []No []Unknown
18
19 7. COMMON INTEREST
20 A. Is there a Home Owners' Association
21 or other governing entity? []Yes []No []Unknown
22 Name of Association or Other Governing
23 Entity _____
24 Contact Person _____
25 Address _____
26 Phone Number _____
27 B. Regular periodic assessments: \$_____ per []Month []Year []Other _____
28
29 *C. Are there any pending or proposed special
30 assessments? []Yes []No []Unknown
31 D. Are there shared 'common areas' or joint
32 maintenance agreements for facilities like
33 walls, fences, pools, tennis courts, walkways
34 or other areas co-owned in undivided interest
35 with others? []Yes []No []Unknown
36 E. Is the Home Owners' Association or other
37 governing entity a party to pending litigation
38 or subject to an unsatisfied judgment? []Yes []No []Unknown []NA
39 F. Is the property in violation of recorded
40 covenants, conditions and restrictions or in
41 violation of other bylaws or governing rules,
42 whether recorded or not? []Yes []No []Unknown []NA
43
44 8. GENERAL
45 A. Are there problems with settling, soil,

- 1 standing water or drainage on the property
 2 or in the immediate area?]Yes]No]Unknown
 3 B. Does the property contain fill?]Yes]No]Unknown
 4 C. Is there any material damage to the property or
 5 any of the structure(s) from fire, wind, floods,
 6 beach movements, earthquake, expansive soils
 7 or landslides?]Yes]No]Unknown
 8 D. Is the property in a designated floodplain?]Yes]No]Unknown
 9 E. Is the property in a designated slide or other
 10 geologic hazard zone?]Yes]No]Unknown
 11 *F. Has any portion of the property been tested
 12 or treated for asbestos, formaldehyde, radon
 13 gas, lead-based paint, mold, fuel or chemical
 14 storage tanks or contaminated soil or water?]Yes]No]Unknown
 15 G. Are there any tanks or underground storage
 16 tanks (e.g., septic, chemical, fuel, etc.)
 17 on the property?]Yes]No]Unknown
 18 H. Has the property ever been used as an illegal
 19 drug manufacturing or distribution site?]Yes]No]Unknown
 20 *If yes, was a Certificate of Fitness issued?]Yes]No]Unknown
 21 *I. Has the property been classified as
 22 forestland-urban interface?]Yes]No]Unknown

23
 24 9. FULL DISCLOSURE BY SELLERS

- 25 *A. Are there any other material defects
 26 affecting this property or its value
 27 that a prospective buyer should
 28 know about?]Yes]No
 29 *If yes, describe the defect on attached sheet
 30 and explain the frequency and extent of the
 31 problem and any insurance claims, repairs or
 32 remediation.

33 B. Verification:

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

38
 39 Seller(s) signature:

40
 41 SELLER _____ DATE _____

42
 43 SELLER _____ DATE _____

44 “ _____
 45

1 II. BUYER'S ACKNOWLEDGMENT

2
3 A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are
4 known to me/us or can be known by me/us by utilizing diligent attention and observation.

5
6 B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in
7 any amendments to this statement are made only by the seller and are not the representations of
8 any financial institution that may have made or may make a loan pertaining to the property, or that
9 may have or take a security interest in the property, or of any real estate licensee engaged by the
10 seller or buyer. A financial institution or real estate licensee is not bound by and has no liability
11 with respect to any representation, misrepresentation, omission, error or inaccuracy contained in
12 another party's disclosure statement required by this section or any amendment to the disclosure
13 statement.

14
15 C. Buyer (which term includes all persons signing the 'buyer's acknowledgment' portion of this dis-
16 closure statement below) hereby acknowledges receipt of a copy of this disclosure statement (in-
17 cluding attachments, if any) bearing seller's signature(s).

18
19 DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON
20 THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DIS-
21 CLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER,
22 HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO
23 REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT
24 OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS
25 YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

26
27 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY
28 DISCLOSURE STATEMENT.

29
30 BUYER _____ DATE _____

31
32 BUYER _____ DATE _____

33
34 Agent receiving disclosure statement on buyer's behalf to sign and date:

35
36 _____ Real Estate Licensee

37
38 _____ Real Estate Firm

39
40 Date received by agent _____

41 " _____

42
43 **"SECTION 15. Sections 1 to 6, 8 and 10 of this 2009 Act shall be known and may be cited**
44 **as the Lofgren and Zander Memorial Act.**

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

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

3 **“(2) Section 10 of this 2009 Act and the amendments to ORS 90.320 by section 12 of this**
4 **2009 Act apply to rental agreements that a landlord enters into on or after July 1, 2010.**

5 **“(3) The amendments to ORS 105.464 by section 14 of this 2009 Act apply to property**
6 **disclosures made by a seller on or after April 1, 2011, to a buyer making a written offer.**

7 **“SECTION 18. The State Fire Marshal shall complete the adoption of rules under section**
8 **4 of this 2009 Act in time for the rules to become effective July 1, 2010.**

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

12
