Senate Bill 939

Sponsored by Senator HEARD, Representatives DOHERTY, LEIF; Senators RILEY, STEINER HAYWARD, Representatives CLEM, EVANS, GORSEK, HERNANDEZ, PILUSO, SANCHEZ, WITT

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 as introduced.

Requires sellers of manufactured dwellings on rented spaces to provide property disclosure statements, in prescribed form, to prospective purchasers.
Exempts foreclosing lienholders and landlords selling under consignment agreement.

A BILL FOR AN ACT

Relating to the sale of manufactured dwellings on rented spaces; creating new provisions; and amending ORS 105.463, 105.464, 105.465 and 105.470.

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

SECTION 1. ORS 105.463 is amended to read:

ORS 105.463. ORS 105.464 [preempts] and section 5 of this 2019 Act preempt any law, rule, regulation, code or ordinance of the political subdivisions of this state including, but not limited to, the Lane Regional Air Protection Agency regarding the disclosure of solid fuel burning devices, as defined in ORS 468A.485, in connection with a written offer to purchase real property in this state for which a seller's property disclosure statement is required under ORS 105.465 and 105.470.

SECTION 2. ORS 105.465 is amended to read:

ORS 105.465. (1) The provisions of ORS 105.462 to 105.490, 696.301 and 696.870:

(a) Apply to the real property described in subparagraphs (A) to (D) of this paragraph unless the buyer indicates to the seller, which indication shall be conclusive, that the buyer will use the real property for purposes other than a residence for the buyer or the buyer's spouse, parent or child:

(A) Real property consisting of or improved by one to four dwelling units;

(B) A condominium unit as defined in ORS 100.005 and not subject to disclosure under ORS 100.705;

(C) A timeshare property as defined in ORS 94.803 and not subject to disclosure under ORS 94.829; and

(D) A manufactured dwelling, as defined in ORS 446.003, that is owned by the same person who owns the land upon which the manufactured dwelling is situated.[.];

(b) Apply to manufactured dwellings, as defined in ORS 446.003, that are owned by a person who rents the space upon which the manufactured dwelling is located; and

(c) Except as provided in paragraph (b), do not apply to a leasehold in real property.

(2) Except as provided in ORS 105.475 (4), a seller shall complete, sign and deliver a seller's property disclosure statement as set forth in ORS 105.464 or section 5 of this 2019 Act to each buyer who makes a written offer to purchase real property or a manufactured dwelling in this state.

SECTION 3. ORS 105.470 is amended to read:

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.
105.470. ORS 105.462 to 105.490, 696.301 and 696.870 do not apply to:

(1) The first sale of a dwelling never occupied, provided that the seller provides the buyer with the following statement on or before the date the buyer is legally obligated to purchase the subject real property or manufactured dwelling: “THIS HOME WAS CONSTRUCTED OR INSTALLED UNDER BUILDING OR INSTALLATION PERMIT(S) #____, ISSUED BY _______."

(2) Sales by financial institutions or by lienholders of manufactured dwellings that acquired the property or manufactured dwelling as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

(3) The following sellers, if appointed by a court:

(a) Receivers;
(b) Personal representatives;
(c) Trustees;
(d) Conservators; or
(e) Guardians.

(4) Sales or transfers by governmental agencies.

(5) A landlord selling a manufactured dwelling in a manufactured dwelling park under a written consignment contract under ORS 90.680 (4).

(6) A landlord or property owner selling a manufactured dwelling abandoned on the property under ORS 90.425, 90.675 or 105.165.

SECTION 4. Section 5 of this 2019 Act is added to and made a part of ORS 105.462 to 105.490.

SECTION 5. A seller's property disclosure statement for a manufactured dwelling required under ORS 105.465 must be in substantially the following form:

INSTRUCTIONS TO THE SELLER

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

Each seller of a manufactured dwelling described in ORS 105.465 (1)(b) must deliver this form to each buyer who makes a written offer to purchase a manufactured dwelling sited on a space rented from a landlord by the owner in this state:

INSTRUCTIONS TO THE SELLER

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

Each seller of a manufactured dwelling described in ORS 105.465 (1)(b) must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.
An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the manufactured dwelling or the buyer may revoke their offer to purchase any time 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 or lienholder that acquired the manufactured dwelling 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.

_____ The seller is a landlord entitled to sell the manufactured dwelling under a written consignment contract with the owner or due to the owner's abandonment of the dwelling.

__________________________________________________
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
For a Manufactured Dwelling on a Rented Space
NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE MANUFACTURED DWELLING LOCATED AT ________________ ("THE MANUFACTURED DWELLING") CURRENTLY SITED ON SPACE RENTED BY THE OWNER.

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE MANUFACTURED DWELLING AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS MANUFACTURED DWELLING, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE MANUFACTURED DWELLING ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller _____ is/ _____ is not occupying the property.

I. SELLER'S REPRESENTATIONS:

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the manufactured dwelling, or that may have or take a security interest in the manufactured dwelling, or any real estate licensee engaged by the seller or the buyer.

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

1. TITLE

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

* B. Is title to the manufactured dwelling subject to any of the following: [ ]Yes [ ]No [ ]Unknown

(1) First right of refusal
(2) Option
(3) Sublease or rental agreement of the manufactured dwelling
(4) Other listing
(5) Life estate?

*C. Is the manufactured dwelling subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the manufactured dwelling is sold?  [ ]Yes  [ ]No  [ ]Unknown

2. WATER
A. Household water
(1) The source of the water is (check ALL that apply):
[ ]Public  [ ]Community  [ ]Private
[ ]Other __________
(2) Are there any water source plumbing problems or needed repairs?  [ ]Yes  [ ]No  [ ]Unknown

B. Outdoor sprinkler system
(1) Is there an outdoor sprinkler system for the space under the control of the seller?  [ ]Yes  [ ]No  [ ]Unknown
(2) If yes, is the system included in the sale?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA
(3) If yes, is the system operable?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA

3. DWELLING INSULATION
A. Is there insulation in the:
(1) Ceiling?  [ ]Yes  [ ]No  [ ]Unknown
(2) Exterior walls?  [ ]Yes  [ ]No  [ ]Unknown
(3) Floors?  [ ]Yes  [ ]No  [ ]Unknown
B. Are there any defective insulated doors or windows?  [ ]Yes  [ ]No  [ ]Unknown

4. DWELLING STRUCTURE
*A. Has the roof leaked?  [ ]Yes  [ ]No  [ ]Unknown
If yes, has it been repaired?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA
B. Are there any additions, conversions or remodeling?
If yes, was a building permit required?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA
If yes, was a building permit obtained?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA
If yes, was final inspection obtained?  [ ]Yes  [ ]No  [ ]Unknown  [ ]NA
C. Are there smoke alarms or detectors?  [ ]Yes  [ ]No  [ ]Unknown
D. Are there carbon monoxide alarms?  [ ]Yes  [ ]No  [ ]Unknown
E. Is there a woodstove or fireplace insert included in the sale?  [ ]Yes  [ ]No  [ ]Unknown
(1) *If yes, what is the make? __________
(2) *If yes, was it installed with a permit?  [ ]Yes  [ ]No  [ ]Unknown
(3) *If yes, is a certification label issued by the United States Environmental Protection Agency (EPA) or the Department of Environmental Quality (DEQ) affixed to it?  [ ]Yes  [ ]No  [ ]Unknown
*F. Has pest and dry rot, structural or
whole house" inspection been done
within the last three years? [ ]Yes [ ]No [ ]Unknown

*G. Are there any moisture problems, areas of water
penetration, mildew odors or other moisture
conditions? [ ]Yes [ ]No [ ]Unknown
*If yes, explain on attached sheet the frequency
and extent of problem and any insurance claims,
repairs or remediation done.

H. Is there a sump pump on the space under the
control of the seller? [ ]Yes [ ]No [ ]Unknown
(1) If yes, is the pump included in the sale? [ ]Yes [ ]No [ ]Unknown [ ]NA
(2) If yes, is the pump operable? [ ]Yes [ ]No [ ]Unknown [ ]NA

*I. Are there any materials used in the
construction of the structure that are or
have been the subject of a recall, class
action suit, settlement or litigation? [ ]Yes [ ]No [ ]Unknown
(1) If yes, what are the materials? __________
(2) Are there problems with the materials? [ ]Yes [ ]No [ ]Unknown [ ]NA
(3) Are the materials covered by a warranty? [ ]Yes [ ]No [ ]Unknown [ ]NA
(4) Have the materials been inspected? [ ]Yes [ ]No [ ]Unknown [ ]NA
(5) Have there ever been claims filed for these
materials by you or by previous owners? [ ]Yes [ ]No [ ]Unknown [ ]NA

If yes, when? __________
(6) Was money received? [ ]Yes [ ]No [ ]Unknown [ ]NA
(7) Were any of the materials repaired or
replaced? [ ]Yes [ ]No [ ]Unknown [ ]NA

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

A. Electrical system, including wiring, switches,
outlets and service [ ]Yes [ ]No [ ]Unknown

B. Plumbing system, including pipes, faucets,
fittings and toilets [ ]Yes [ ]No [ ]Unknown

C. Water heater tank [ ]Yes [ ]No [ ]Unknown [ ]NA
D. Garbage disposal [ ]Yes [ ]No [ ]Unknown [ ]NA
E. Built-in range and oven [ ]Yes [ ]No [ ]Unknown [ ]NA
F. Built-in dishwasher [ ]Yes [ ]No [ ]Unknown [ ]NA
G. Heating and cooling systems [ ]Yes [ ]No [ ]Unknown [ ]NA

H. Security system [ ]Owned [ ]Leased [ ]Yes [ ]No [ ]Unknown [ ]NA

I. Are there any materials or products used in
the systems and fixtures that are or have
been the subject of a recall, class action
suit settlement or litigation?  [ ]Yes  [ ]No  [ ]Unknown
If yes, what product? __________________________

(1) Are there problems with the product?  [ ]Yes  [ ]No  [ ]Unknown
(2) Is the product covered by a warranty?  [ ]Yes  [ ]No  [ ]Unknown
(3) Has the product been inspected?  [ ]Yes  [ ]No  [ ]Unknown
(4) Have claims been filed for this product by you or by previous owners?  [ ]Yes  [ ]No  [ ]Unknown
If yes, when? __________________________
(5) Was money received?  [ ]Yes  [ ]No  [ ]Unknown
(6) Were any of the materials or products repaired or replaced?  [ ]Yes  [ ]No  [ ]Unknown

6. MANUFACTURED DWELLING SPACE MANAGEMENT
A. Is the manufactured dwelling located in a manufactured dwelling park of four or more units?  [ ]Yes  [ ]No
B. Name of manufactured dwelling park or landlord of rented space __________________________
Contact person __________________________
Address __________________________
Phone number __________________________
C. Regular space rent: $_________
   per [ ]Month [ ]Year [ ]Other ______
D. Average monthly utilities not included in rental payments: ___________

*E. Are there any pending or proposed rent increases?  [ ]Yes  [ ]No  [ ]Unknown

*F. If the manufactured dwelling is located in a park, has the landlord given notice that the park will be sold, converted into owned lots or closed?  [ ]Yes  [ ]No  [ ]NA
G. Does the lease agreement require the seller to give the landlord notice prior to the sale of the manufactured dwelling?  [ ]Yes  [ ]No
   If yes, how much notice? _______ days.
H. Is a prospective purchaser of the manufactured dwelling required to submit a written application for occupancy?  [ ]Yes  [ ]No  [ ]Unknown

*I. In the past six months, has the seller received any notice of a violation from the landlord regarding the condition of the manufactured dwelling?  [ ]Yes  [ ]No  [ ]Unknown
   If yes, have the violations been cured?  [ ]Yes  [ ]No  [ ]Unknown

7. GENERAL
A. Are there problems with settling, soil, standing water or drainage on the rented space or in the immediate area? [ ]Yes [ ]No [ ]Unknown

B. Is there any material damage to the manufactured dwelling from fire, wind, floods, beach movements, earthquake, expansive soils or landslides? [ ]Yes [ ]No [ ]Unknown

C. Is the property in a designated floodplain? [ ]Yes [ ]No [ ]Unknown

D. Is the property in a designated slide or other geologic hazard zone? [ ]Yes [ ]No [ ]Unknown

*E. Has any portion of the manufactured dwelling been tested or treated for asbestos, formaldehyde, lead-based paint or mold? [ ]Yes [ ]No [ ]Unknown

F. Has the manufactured dwelling ever been used as an illegal drug manufacturing or distribution site? [ ]Yes [ ]No [ ]Unknown

*If yes, was a Certificate of Fitness issued? [ ]Yes [ ]No [ ]Unknown

8. FULL DISCLOSURE BY SELLERS

*A. Are there any other material defects affecting this manufactured dwelling, its value or its rented space that a prospective buyer should know about? [ ]Yes [ ]No

*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or remediation.

B. Verification:
The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the manufactured dwelling or their agents.

Seller(s) signature:

SELLER ___________________________ DATE __________________

SELLER ___________________________ DATE __________________

II. BUYER'S ACKNOWLEDGMENT

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the manufactured dwelling, or that may have or take a security interest in the manufactured dwelling, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.

C. Buyer (which term includes all persons signing the “buyer's acknowledgment” portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature(s).

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

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

BUYER _____________________________ DATE _________________

BUYER _____________________________ DATE _________________

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

____________________________________ Real Estate Licensee

____________________________________ Real Estate Firm

Date received by agent __________

SECTION 6, ORS 105.464 is amended to read:

105.464. A seller's property disclosure statement required under ORS 105.465 must be in substantially the following form:

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

_______________________________________________________________________________________

INSTRUCTIONS TO THE SELLER

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

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

An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, 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 SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT ____________________ (“THE PROPERTY”).

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE STATEMENT TO REVOKES BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller _____ is/ ______ is not occupying the property.

I. SELLER’S REPRESENTATIONS:

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer.
1. TITLE
   A. Do you have legal authority to sell the property? [ ]Yes [ ]No [ ]Unknown
   *B. Is title to the property subject to any of the following:
      (1) First right of refusal [ ]Yes [ ]No [ ]Unknown
      (2) Option
      (3) Lease or rental agreement
      (4) Other listing
      (5) Life estate?
   *C. Is the property being transferred an unlawfully established unit of land? [ ]Yes [ ]No [ ]Unknown
   *D. Are there any encroachments, boundary agreements, boundary disputes or recent boundary changes? [ ]Yes [ ]No [ ]Unknown
   *E. Are there any rights of way, easements, licenses, access limitations or claims that may affect your interest in the property? [ ]Yes [ ]No [ ]Unknown
   *F. Are there any agreements for joint maintenance of an easement or right of way? [ ]Yes [ ]No [ ]Unknown
   *G. Are there any governmental studies, designations, zoning overlays, surveys or notices that would affect the property? [ ]Yes [ ]No [ ]Unknown
   *H. Are there any pending or existing governmental assessments against the property? [ ]Yes [ ]No [ ]Unknown
   *I. Are there any zoning violations or nonconforming uses? [ ]Yes [ ]No [ ]Unknown
   *J. Is there a boundary survey for the property? [ ]Yes [ ]No [ ]Unknown
   *K. Are there any covenants, conditions, restrictions or private assessments that affect the property? [ ]Yes [ ]No [ ]Unknown
   *L. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold? [ ]Yes [ ]No [ ]Unknown

2. WATER
   A. Household water
      (1) The source of the water is (check ALL that apply):
         [ ]Public [ ]Community [ ]Private
         [ ]Other __________
      (2) Water source information:
         *a. Does the water source require a water permit? [ ]Yes [ ]No [ ]Unknown
If yes, do you have a permit?  
[ ]Yes  [ ]No

b. Is the water source located on the property?  
[ ]Yes  [ ]No  [ ]Unknown

*If not, are there any written agreements for  
a shared water source?  
[ ]Yes  [ ]No  [ ]Unknown  [ ]NA

c. Is there an easement (recorded or unrecorded)  
for your access to or maintenance of the water  
source?  
[ ]Yes  [ ]No  [ ]Unknown

d. If the source of water is from a well or spring,  
have you had any of the following in the past  
12 months?  [ ]Flow test  [ ]Bacteria test  
[ ]Chemical contents test  
[ ]Yes  [ ]No  [ ]Unknown  [ ]NA

e. Are there any water source plumbing problems  
or needed repairs?  
[ ]Yes  [ ]No  [ ]Unknown

(3) Are there any water treatment systems for  
the property?  
[ ]Yes  [ ]No  [ ]Unknown  
[ ]Leased  [ ]Owned

B. Irrigation

(1) Are there any [ ] water rights or [ ] other  
irrigation rights for the property?  
[ ]Yes  [ ]No  [ ]Unknown

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

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

C. Outdoor sprinkler system

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

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

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

3. SEWAGE SYSTEM

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

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

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

(1) If yes, when was the system installed?  
[ ]Yes  [ ]No  [ ]Unknown  [ ]NA

(2) *If yes, was the system installed by permit?  
[ ]Yes  [ ]No  [ ]Unknown  [ ]NA

(3) *Has the system been repaired or altered?  
[ ]Yes  [ ]No  [ ]Unknown

(4) *Has the condition of the system been  
evaluated and a report issued?  
[ ]Yes  [ ]No  [ ]Unknown

(5) Has the septic tank ever been pumped?  
[ ]Yes  [ ]No  [ ]Unknown  
If yes, when?  
[ ]Yes  [ ]No  [ ]Unknown

(6) Does the system have a pump?  
[ ]Yes  [ ]No  [ ]Unknown

(7) Does the system have a treatment unit such
1 as a sand filter or an aerobic unit? [ ]Yes [ ]No [ ]Unknown

2 (8) *Is a service contract for routine maintenance required for the system? [ ]Yes [ ]No [ ]Unknown

3 (9) Are all components of the system located on the property? [ ]Yes [ ]No [ ]Unknown

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

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

6 4. DWELLING INSULATION

7 A. Is there insulation in the:

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

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

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

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

12 5. DWELLING STRUCTURE

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

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

15 B. Are there any additions, conversions or remodeling?

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

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

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

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

20 D. Are there carbon monoxide alarms? [ ]Yes [ ]No [ ]Unknown

21 E. Is there a woodstove or fireplace insert included in the sale?

22 *If yes, what is the make? ______________

23 *If yes, was it installed with a permit? [ ]Yes [ ]No [ ]Unknown

24 *If yes, is a certification label issued by the United States Environmental Protection Agency (EPA) or the Department of Environmental Quality (DEQ) affixed to it? [ ]Yes [ ]No [ ]Unknown

25 *F. Has pest and dry rot, structural or “whole house” inspection been done within the last three years? [ ]Yes [ ]No [ ]Unknown

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

27 *If yes, explain on attached sheet the frequency and extent of problem and any insurance claims, repairs or remediation done.
H. Is there a sump pump on the property? [ ]Yes [ ]No [ ]Unknown

I. Are there any materials used in the construction of the structure that are or have been the subject of a recall, class action suit, settlement or litigation? [ ]Yes [ ]No [ ]Unknown

If yes, what are the materials? ____________

(1) Are there problems with the materials? [ ]Yes [ ]No [ ]Unknown [ ]NA

(2) Are the materials covered by a warranty? [ ]Yes [ ]No [ ]Unknown [ ]NA

(3) Have the materials been inspected? [ ]Yes [ ]No [ ]Unknown [ ]NA

(4) Have there ever been claims filed for these materials by you or by previous owners? [ ]Yes [ ]No [ ]Unknown [ ]NA

If yes, when? ____________

(5) Was money received? [ ]Yes [ ]No [ ]Unknown [ ]NA

(6) Were any of the materials repaired or replaced? [ ]Yes [ ]No [ ]Unknown [ ]NA

6. DWELLING SYSTEMS AND FIXTURES

If the following systems or fixtures are included in the purchase price, are they in good working order on the date this form is signed?

A. Electrical system, including wiring, switches, outlets and service [ ]Yes [ ]No [ ]Unknown

B. Plumbing system, including pipes, faucets, fixtures and toilets [ ]Yes [ ]No [ ]Unknown

C. Water heater tank [ ]Yes [ ]No [ ]Unknown

D. Garbage disposal [ ]Yes [ ]No [ ]Unknown [ ]NA

E. Built-in range and oven [ ]Yes [ ]No [ ]Unknown [ ]NA

F. Built-in dishwasher [ ]Yes [ ]No [ ]Unknown [ ]NA

G. Sump pump [ ]Yes [ ]No [ ]Unknown [ ]NA

H. Heating and cooling systems [ ]Yes [ ]No [ ]Unknown [ ]NA

I. Security system [ ]Owned [ ]Leased [ ]Yes [ ]No [ ]Unknown [ ]NA

J. Are there any materials or products used in the systems and fixtures that are or have been the subject of a recall, class action suit settlement or litigation? [ ]Yes [ ]No [ ]Unknown

If yes, what product? _________________

(1) Are there problems with the product? [ ]Yes [ ]No [ ]Unknown

(2) Is the product covered by a warranty? [ ]Yes [ ]No [ ]Unknown

(3) Has the product been inspected? [ ]Yes [ ]No [ ]Unknown

(4) Have claims been filed for this product by you or by previous owners? [ ]Yes [ ]No [ ]Unknown

If yes, when? _________________

(5) Was money received? [ ]Yes [ ]No [ ]Unknown

(6) Were any of the materials or products repaired or replaced? [ ]Yes [ ]No [ ]Unknown
7. COMMON INTEREST

A. Is there a Home Owners' Association or other governing entity? [ ]Yes [ ]No [ ]Unknown
   Name of Association or Other Governing Entity ___________________________
   Contact Person ___________________________
   Address ___________________________
   Phone Number ___________________________

B. Regular periodic assessments: $_____
   per [ ]Month [ ]Year [ ]Other _______

*C. Are there any pending or proposed special assessments? [ ]Yes [ ]No [ ]Unknown

D. Are there shared “common areas” or joint maintenance agreements for facilities like walls, fences, pools, tennis courts, walkways or other areas co-owned in undivided interest with others? [ ]Yes [ ]No [ ]Unknown

E. Is the Home Owners' Association or other governing entity a party to pending litigation or subject to an unsatisfied judgment? [ ]Yes [ ]No [ ]Unknown [ ]NA

F. Is the property in violation of recorded covenants, conditions and restrictions or in violation of other bylaws or governing rules, whether recorded or not? [ ]Yes [ ]No [ ]Unknown [ ]NA

8. SEISMIC

Was the house constructed before 1974? [ ]Yes [ ]No [ ]Unknown
   If yes, has the house been bolted to its foundation? [ ]Yes [ ]No [ ]Unknown

9. GENERAL

A. Are there problems with settling, soil, standing water or drainage on the property or in the immediate area? [ ]Yes [ ]No [ ]Unknown

B. Does the property contain fill? [ ]Yes [ ]No [ ]Unknown

C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods, beach movements, earthquake, expansive soils or landslides? [ ]Yes [ ]No [ ]Unknown

D. Is the property in a designated floodplain? [ ]Yes [ ]No [ ]Unknown

E. Is the property in a designated slide or other geologic hazard zone? [ ]Yes [ ]No [ ]Unknown

*F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical
storage tanks or contaminated soil or water? [ ]Yes [ ]No [ ]Unknown

G. Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property? [ ]Yes [ ]No [ ]Unknown

H. Has the property ever been used as an illegal drug manufacturing or distribution site? [ ]Yes [ ]No [ ]Unknown

*If yes, was a Certificate of Fitness issued? [ ]Yes [ ]No [ ]Unknown

*I. Has the property been classified as forestland-urban interface? [ ]Yes [ ]No [ ]Unknown

10. FULL DISCLOSURE BY SELLERS

*A. Are there any other material defects affecting this property or its value that a prospective buyer should know about? [ ]Yes [ ]No

*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or remediation.

B. Verification:

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

Seller(s) signature:

SELLER ____________________________ DATE __________________

SELLER ____________________________ DATE __________________

II. BUYER’S ACKNOWLEDGMENT

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

B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party’s disclosure statement required by this section or any amendment to the disclosure statement.
C. Buyer (which term includes all persons signing the “buyer’s acknowledgment” portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller’s signature(s).

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

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER’S PROPERTY DISCLOSURE STATEMENT.

BUYER __________________________ DATE __________________

BUYER __________________________ DATE __________________

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

__________________________ Real Estate Licensee

__________________________ Real Estate Firm

Date received by agent __________

__________________________________________________________