

Smoke Alarm Q and A

What is the difference between smoke alarms and smoke detectors?

- **Smoke alarms** are defined as self-contained, single or multiple-station smoke-sensing devices. Smoke alarms may include two or more single station units wired to operate in conjunction with each other.
- **Smoke detectors** are defined as smoke-sensing devices that are not self-contained, that are intended for use in conjunction with a fire alarm system control panel.

What is the difference between an ionization alarm and a photoelectric alarm?

- **Ionization smoke alarms** contain material that ionizes the air, making an electrical path. When products of combustion enter the device, the molecules attach themselves to the ions. The change in electric current flow triggers the alarm.
- **Photoelectric smoke alarms** contain a light source and photocell, which is activated by light. Light from the bulb reflects off the smoke particles and is directed towards the photocell. The photocell is then activated to trigger the alarm.

When properly installed and maintained, both types of alarms alert you to a fire and will save lives.

What types of alarms does Oregon law require?

- All ionization smoke alarms sold in Oregon are required to have the hush feature. Solely battery-powered ionization alarms sold in Oregon must be packaged and sold with a ten-year battery.

What types of alarms are exempt?

- Photoelectric smoke alarms are exempt from these requirements.
- Multipurpose alarms; i.e., combination smoke and fire/carbon monoxide alarms, are exempt from these requirements.
- **Fire alarm systems** do not require the hush feature and ten-year battery.

What are the requirements of January 1, 2002?

- **Tenant occupied spaces:** All tenant occupied dwellings shall have smoke alarms. If ionization, they shall include a hush feature and if battery-powered, they shall include ten-year batteries.
- **Sale of dwelling unit:** Prior to the sale of any dwelling or structure containing a dwelling, the dwellings shall meet the same requirements.

What about 110 v (hard-wired) smoke alarms? Do they have to have the hush feature and ten-year battery back-up?

All ionization smoke alarms not connected to a commercial fire alarm system, whether 110 v (hard-wired) or solely battery operated, need to have a hush feature. Only ionization smoke alarms that are solely battery operated need to have a ten-year battery.

Can I replace my 110 v (hard-wired) smoke alarms with solely battery operated smoke alarms?

No, you cannot replace a 110 v (hard-wired) system with a solely battery operated smoke alarm(s).

Do combination fire/burglar alarm systems meet Oregon hush feature requirements?

Yes, if they can be silenced at a control unit (panel)

Buyer/Seller: NR Buyer/Seller: _____

Where must alarms be installed in an apartment?

The minimum requirements are:

- Smoke alarms must be installed outside the sleeping area.
- If the apartment has more than one level a smoke alarm must be installed on each level.
- Install smoke alarms on the ceiling at least four inches from the nearest wall or high on a wall, four to 12 inches from the ceiling.
- Apartment buildings are required to meet the applicable requirements of the State Building Code at the time of construction.

Where must alarms be installed in a single family home?

The minimum requirements are:

- Smoke alarms must be installed outside the sleeping area.
- If the home has more than one level a smoke alarm must be installed on each level.
- Install smoke alarms on the ceiling at least four inches from the nearest wall or high on a wall, four to 12 inches from the ceiling. The Office of State Fire Marshal recommends adding smoke alarms to each bedroom for additional protection.
- Single family dwellings are required to meet the applicable requirements of the State Building Code at the time of construction.

Do smoke alarms need to be installed in the bedrooms?

Only if required by Building Codes at the time of construction; BUT, the Office of State Fire Marshal encourages everyone to install smoke alarms in their bedrooms to help ensure ultimate protection.

Where must smoke alarms not be placed?

Smoke alarms should not be installed in kitchens, bathrooms, garages or unheated areas because moisture, frost, cooking vapors and exhaust fumes could cause the unit to sound a false alarm.

How do I tell if my smoke alarms meet the Oregon requirements?

If you have an ionization alarm(s), it must have a hush feature, and if the ionization alarm(s) is solely battery operated it must have a ten-year battery. An ionization smoke alarm will have a radioactive symbol inside the detector or on the back.

How do I maintain my smoke alarms?

Smoke alarms have a limited life span. Alarms that are ten years old or older need to be replaced because the sensor wears out. (Look for the date stamp on the smoke alarm.) Test smoke alarms monthly. Vacuum your alarms monthly to remove dust and cobwebs.

What should I look for when purchasing an ionization smoke alarm?

Look for an alarm that has a hush feature, a low battery warning signal, a loud alarm and if it is solely battery operated, a ten-year battery. Only purchase an alarm that has been tested by the Underwriter's Laboratories (it will have a UL[®] symbol or other nationally recognized testing laboratories on it).

Property Address: 3463 SW 164th Ct

Buyer / Seller: Dennis Roche

Buyer/Seller: _____



EXTERIOR SIDING / STUCCO / E.I.F.S. DISCLOSURE

Buyer(s) _____
Seller(s) ROCHEK
Property Address 5463 SW 16th Ct, BEAVERTON

In addition to natural wood siding, commercially-made siding products have been used on the exterior of homes and other structures. Commercially-made siding products (hereinafter referred to as "Siding") have been used in lap (board), panel (sheet), Stucco (including Exterior Insulated Finishing Systems "E.I.F.S.") and other applications in a variety of textures. Some of these products have been involved in class action lawsuits. Seller and Buyer are advised that neither the listing licensee nor the selling licensee can guarantee when, if ever, claims from such lawsuits will be paid. **Buyer(s) is/are advised that some claims that have been paid by companies pursuant to the terms of class action settlements have been less than initially promised or expected by the recipients.** Buyer has the duty to pay diligent attention to any material defects which are known to Buyer or can be known by Buyer by utilizing diligent attention and observation.

SELLER'S DISCLOSURE

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. Seller agrees to notify Buyer of any material corrections or changes to the answers below.

1. Is all of the siding all-natural wood? Yes No Unknown
2. Identify manufacturer(s) and product name(s) of Siding on all structures, if known: _____
3. Is the Siding covered by a warranty? Yes No Unknown
4. Is the Siding involved in a class action lawsuit or court settlement? Yes No Unknown
5. Are there any defects or problems with the Siding? Yes No Unknown
6. Have there been any inspections of the Siding?
If yes, attach copies if available. Yes No Unknown
7. Have there ever been any claims filed for this Siding by you or by previous owners? Yes No Unknown
 - a) If yes, when was the claim(s) filed? _____
If yes, attach copies if available.
 - b) Was there money received? Yes No Unknown
 - c) Has any Siding been replaced? Yes No Unknown

Commercially made siding can develop problems in the future which may necessitate repair or replacement and could affect the home's insurability. A professional siding inspection is recommended.

EXPLAIN ALL ANSWERS TO QUESTIONS NOS. 3-7 MARKED "YES"

Buyer _____ Date _____ ← Seller Dennis Rochek Date _____
Buyer _____ Date _____ ← Seller _____ Date _____
Selling Licensee _____ Date _____ ← Listing Licensee [Signature] Date _____
Selling Firm _____ Listing Firm PRODESTAR NW

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Principal Broker's
Initials & Date



SELLER'S PROPERTY DISCLOSURE STATEMENT, Page 1 of 4

Property address: 5463 S.W. 164TH COURT, BEAVERTON, OR. 97007

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 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 105.465 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(s) Claiming Exclusion

Seller _____ Date _____ ← Seller _____ Date _____ ←

Signature(s) of Buyer(s) Acknowledging Seller's Claim

Buyer _____ Date _____ ← Buyer _____ 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 105.465)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT 5463 S.W. 164TH COURT, BEAVERTON, OR. "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 BUSINESS 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 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.

Seller Dennis Roche Date 11/11 ← Seller _____ Date _____ ←

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Buyer's Initials & Date

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SELLER'S PROPERTY DISCLOSURE STATEMENT, Page 2 of 4

Property address: 5463 S.W. 164TH COURT, BEAVERTON, OR 97007

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.

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 property?
*B. Is title to the property subject to any of the following:
*C. Are there any encroachments, boundary agreements, boundary disputes or recent boundary changes?
*D. Are there any rights of way, easements, licenses, access limitations or claims that may affect your interest in the property?
*E. Are there any agreements for joint maintenance of an easement or right of way?
*F. Are there any governmental studies, designations, zoning overlays, surveys or notices that would affect the property?
*G. Are there any pending or existing governmental assessments against the property?
H. Are there any zoning violations or nonconforming uses?
*I. Is there a boundary survey for the property?
*J. Are there any covenants, conditions, restrictions or private assessments that affect the property?
*K. 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?

2. WATER

- A. Household water
(1) The source of the water is (check ALL that apply):
(2) Water source information:
B. Irrigation
C. Outdoor sprinkler system

3. SEWAGE SYSTEM

- A. Is the property connected to a public or community sewage system?
B. Are there any new public or community sewage systems proposed for the property?
C. Is the property connected to an on-site septic system?

Seller Dennis Roehuk Date 1/1/ Seller Date

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Buyer's Initials & Date

Property address: _____

- *D Are there sewage system problems or needed repairs? Yes No Unknown 104
- E Does your sewage system require on-site pumping to another level? Yes No Unknown 105

4. DWELLING INSULATION

- A Is there insulation in the: 106
 - (1) Ceiling? Yes No Unknown 107
 - (2) Exterior walls? Yes No Unknown 108
 - (3) Floors? Yes No Unknown 109
- B Are there any defective insulated doors or windows? Yes No Unknown 110-111

5. DWELLING STRUCTURE

- *A Has the roof leaked? Yes No Unknown 112
 - If yes, has it been repaired? Yes No Unknown NA 113
- B Are there any additions, conversions or remodeling? Yes No Unknown 114
 - If yes, was a building permit required? Yes No Unknown NA 115
 - If yes, was a building permit obtained? Yes No Unknown NA 116
 - If yes, was final inspection obtained? Yes No Unknown NA 117
- C Are there smoke alarms or detectors? Yes No Unknown 118
- D Is there a woodstove included in the sale? Make REGENCY Yes No Unknown 119
 - Was it installed with a permit? WAS INCLUDED WHEN I BOUGHT THE HOUSE NEW Yes No Unknown 120
- *E Has a pest and dry rot, structural or "whole house" inspection been done within the last three years? Yes No Unknown 121-122
- *F Are there any moisture problems, areas of water penetration, mildew odors or other moisture conditions (especially in the basement)? Yes No Unknown 123
 - *If yes, explain on attached sheet the frequency and extent of problem and any insurance claims, repairs or remediation done. 124-126
- G Is there a sump pump on the property? Yes No Unknown 127
- H 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 128
 - If yes, what are the materials? _____ 129
 - (1) Are there problems with the materials? Yes No Unknown NA 130
 - (2) Are the materials covered by a warranty? Yes No Unknown NA 131
 - (3) Have the materials been inspected? Yes No Unknown NA 132
 - (4) Have there ever been claims filed for these materials by you or by previous owners? If yes, when? _____ Yes No Unknown NA 133
 - (5) Was money received? Yes No Unknown NA 134
 - (6) Were any of the materials repaired or replaced? Yes No Unknown NA 135

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? 139
- A Electrical system, including wiring, switches, outlets and service Yes No Unknown 140
 - B Plumbing system, including pipes, faucets, fixtures and toilets Yes No Unknown 141
 - C Water heater tank Yes No Unknown 142
 - D Garbage disposal Yes No Unknown NA 143
 - E Built-in range and oven Yes No Unknown NA 144
 - F Built-in dishwasher Yes No Unknown NA 145
 - G Sump pump Yes No Unknown NA 146
 - H Heating and cooling systems Yes No Unknown NA 147
 - I Security system Owned Leased Yes No Unknown NA 148
 - 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 settlement or other litigations? If yes, what product? _____ Yes No Unknown 149
 - (1) Are there problems with the product? Yes No Unknown 150
 - (2) Is the product covered by a warranty? Yes No Unknown 151
 - (3) Has the product been inspected? Yes No Unknown 152
 - (4) Have claims been filed for this product by you or by previous owners? If yes, when? _____ Yes No Unknown 153
 - (5) Was money received? Yes No Unknown 154
 - (6) Were any of the materials or products repaired or replaced? Yes No Unknown 155

7. COMMON INTEREST

- A Is there a Home Owners' Association or other governing entity? Yes No Unknown 160
 - Name of Association or Other Governing Entity _____ 161

Contact Person _____ 162

Address _____ Phone Number _____ 163

Seller Kenneth Rochek Date 11/1/11 Seller _____ Date _____ 164

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SELLER'S PROPERTY DISCLOSURE STATEMENT, Page 4 of 4

Property address: 5463 S.W. 164TH COURT, BEAVERTON, OR 97007

- B Regular periodic assessments: \$ NONE 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. 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

9. FULL DISCLOSURE BY SELLER(S)

- *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.

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 *Dennis Rochuk* Date 1/1/ 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 BUSINESS 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 Date received by agent: _____
 _____ Real Estate Firm

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Buyer's Initials & Date