

**SITE DEVELOPMENT**

TAX MAP: 18-12-27-42,  
TL. 300 & 400 & 500  
FLORENCE, OR

FOR

WHISPERING PINES DEVELOPMENT

87829 HWY. 101  
FLORENCE, OR 97439

**SHEET CONTENT**

PROPOSED PARKING &  
BUILDING PLAN

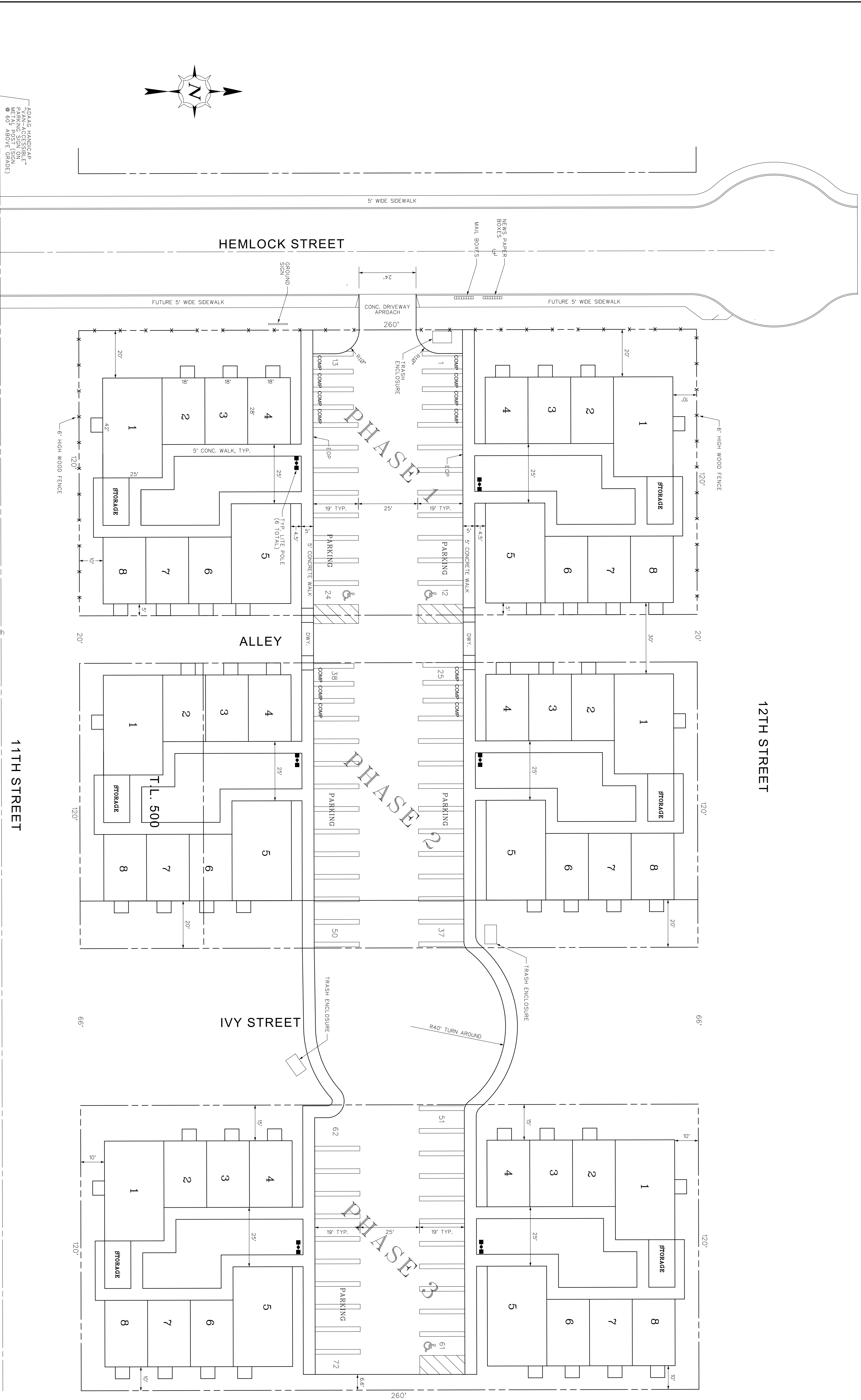
DRAWN	W.O. NO.
J.R.M.	509

DATE	SCALE
8/16/04	AS SHOWN

REVISIONS

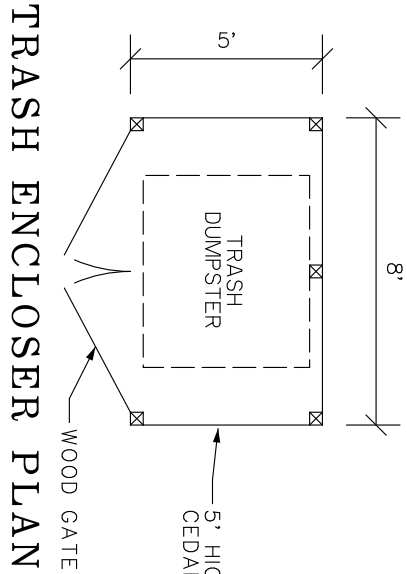
11/01/04	MM
12/11/13	MM
8/7/14	MM
9/12/14	MM

SHEET	1 OF 1
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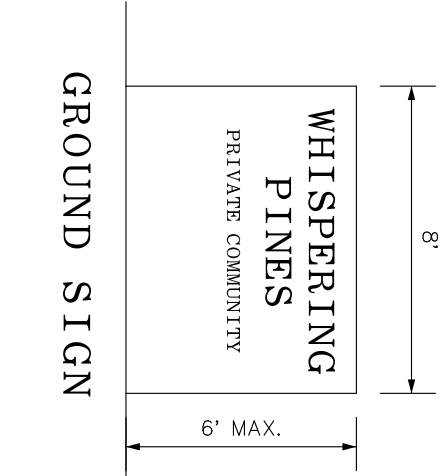


**PROPOSED SITE  
PLAN W/ PARKING**

1" = 20'

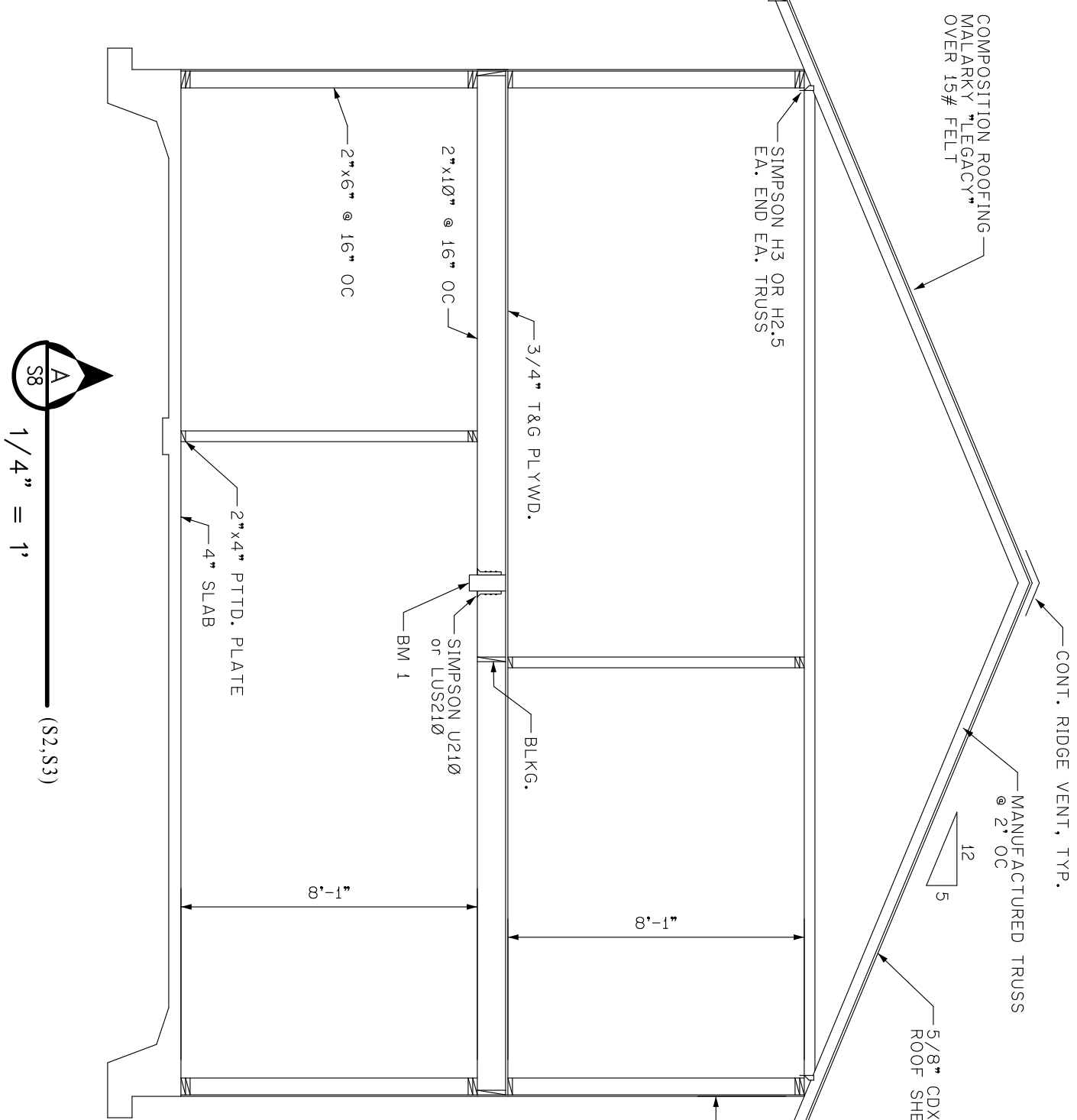


TRASH ENCLOSER PLAN

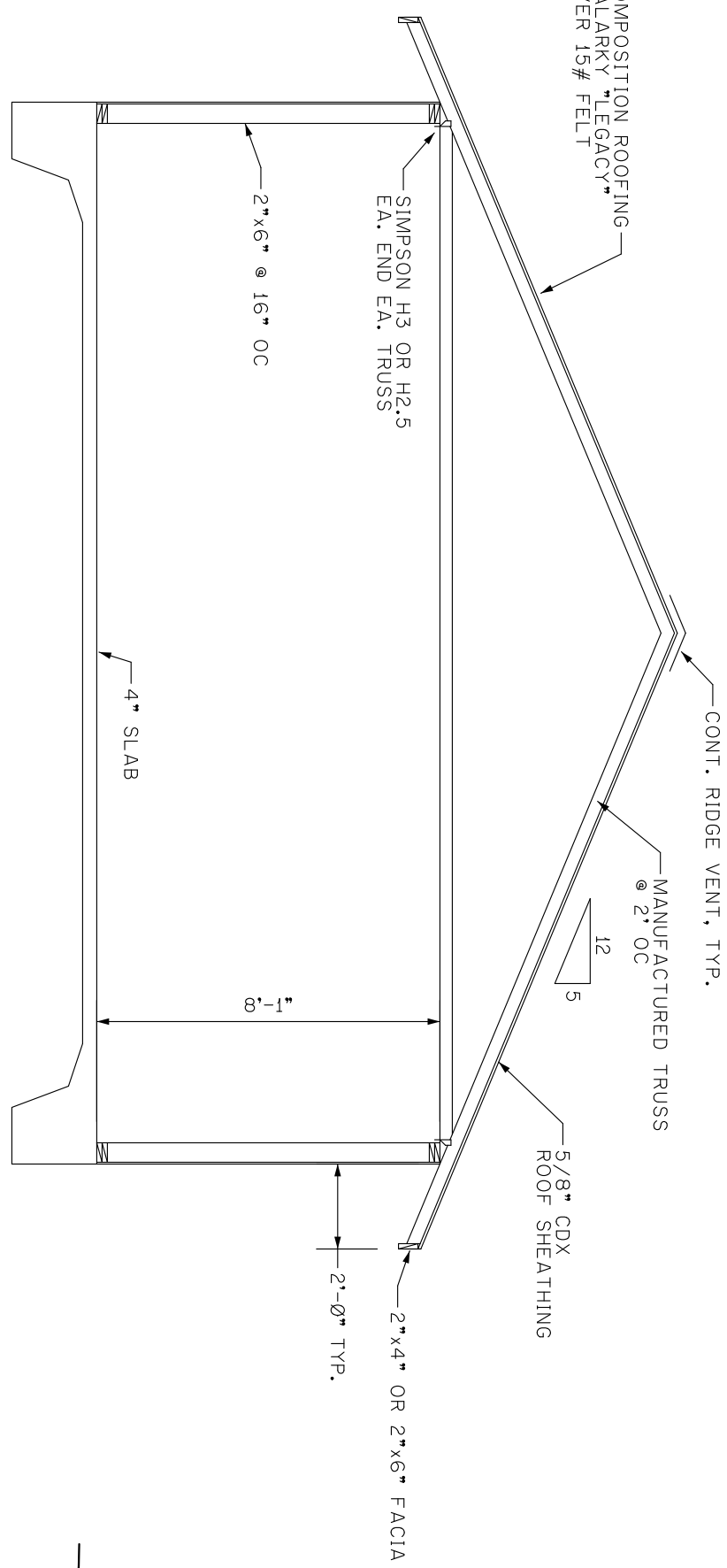


GROUND SIGN

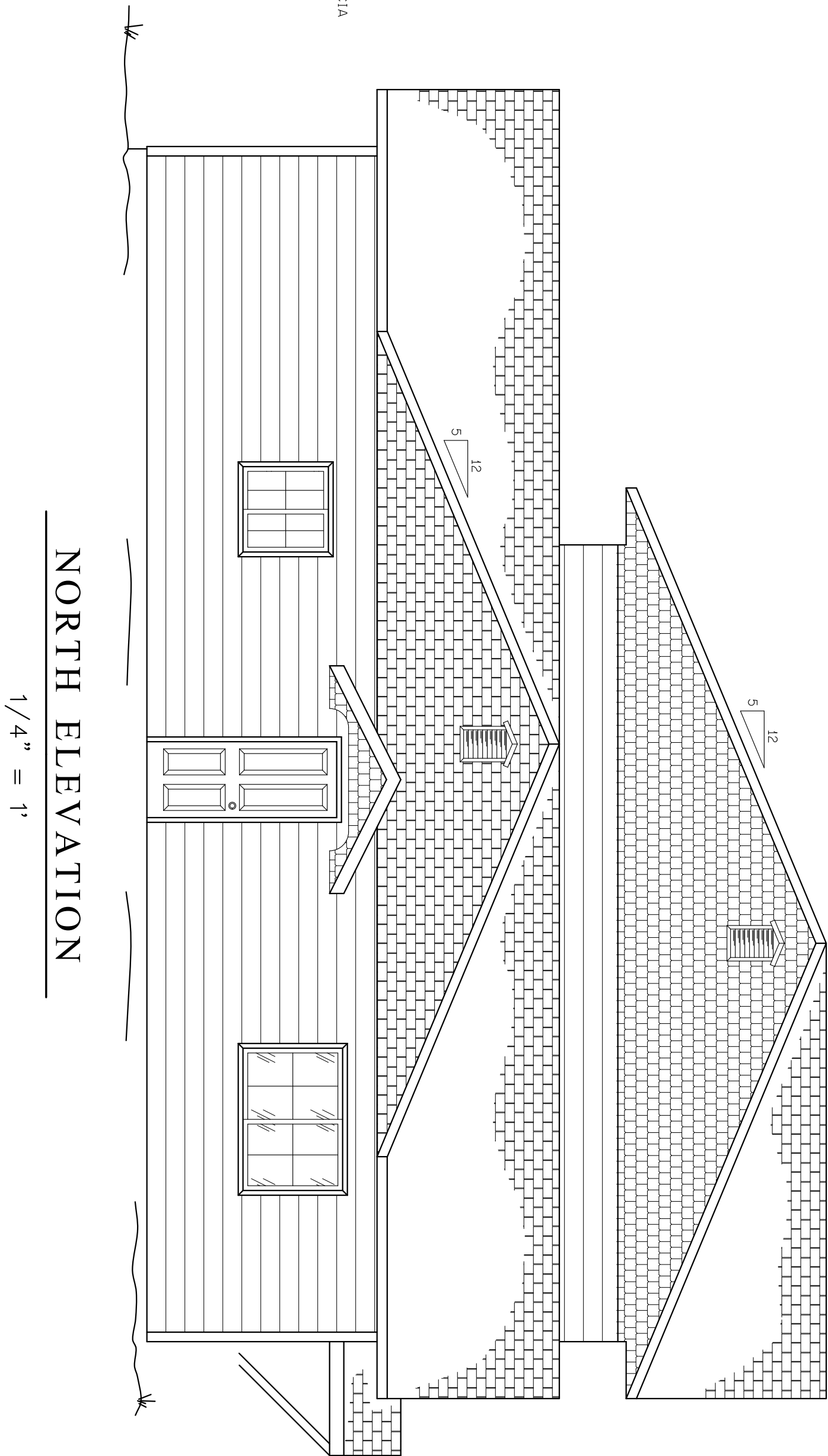
TOTAL LOT AREA (ALLEY & IVY STREET NOT INCLUDED)	= 93,800 S.F.
TOTAL UNIT BUILDING AREA	= 30,744 S.F.
OPTIONAL STORAGE BUILDING AREA	= 1,320 S.F.
TOTAL BUILDING AREA	= 32,064 S.F. (34.26%)
PARKING AREA	= 20,912 S.F.
SIDEWALK AREA	= 7,982 S.F.
REAR LANDINGS & MISCELLANEOUS SLABS AREA	= 1,560 S.F.
SIDEWALK @ OPTIONAL STORAGE AREA	= 1,140 S.F. 31,594 S.F. (33.75%)



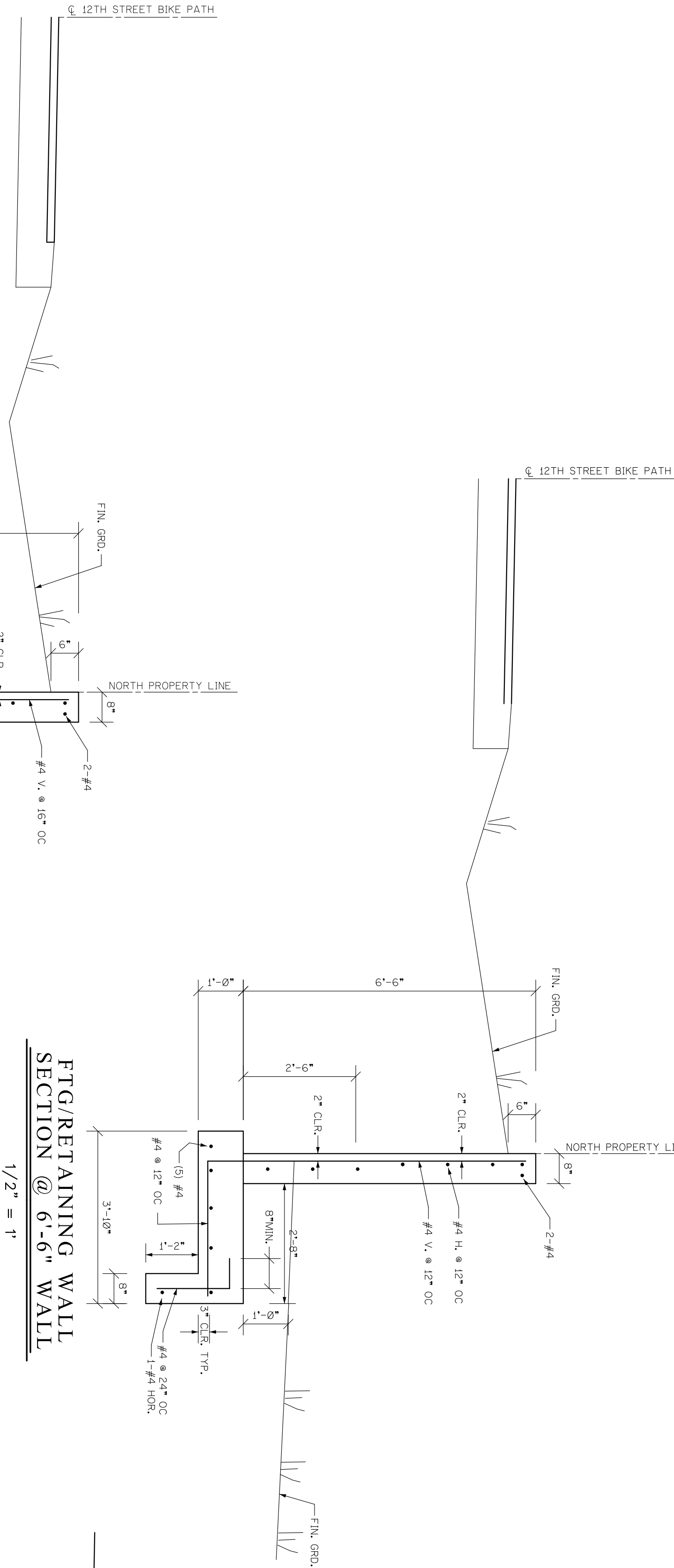
A  
S8  
1/4" = 1'  
(S2.S3)



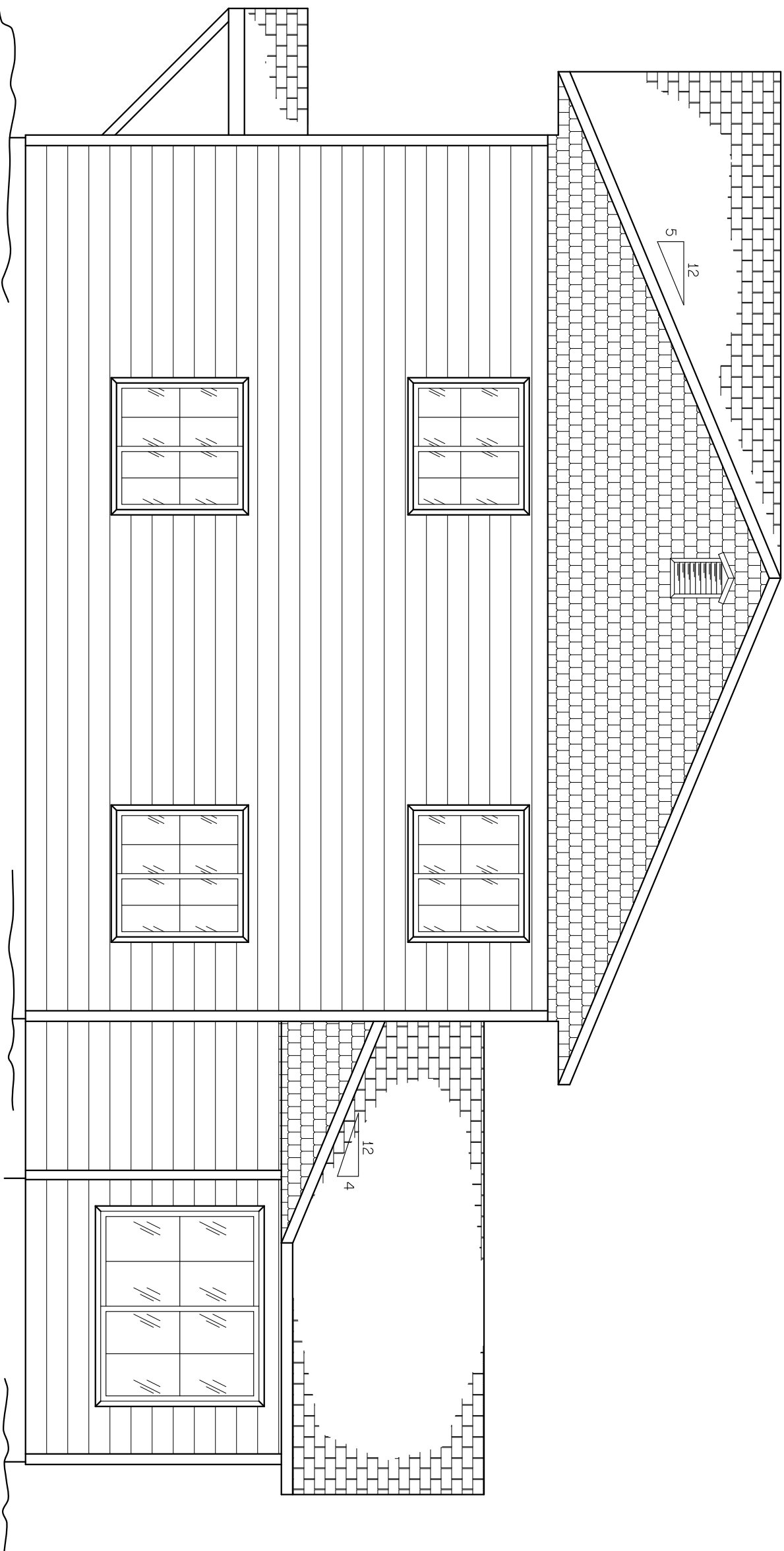
B  
S8  
1/4" = 1'  
(S2.S3)



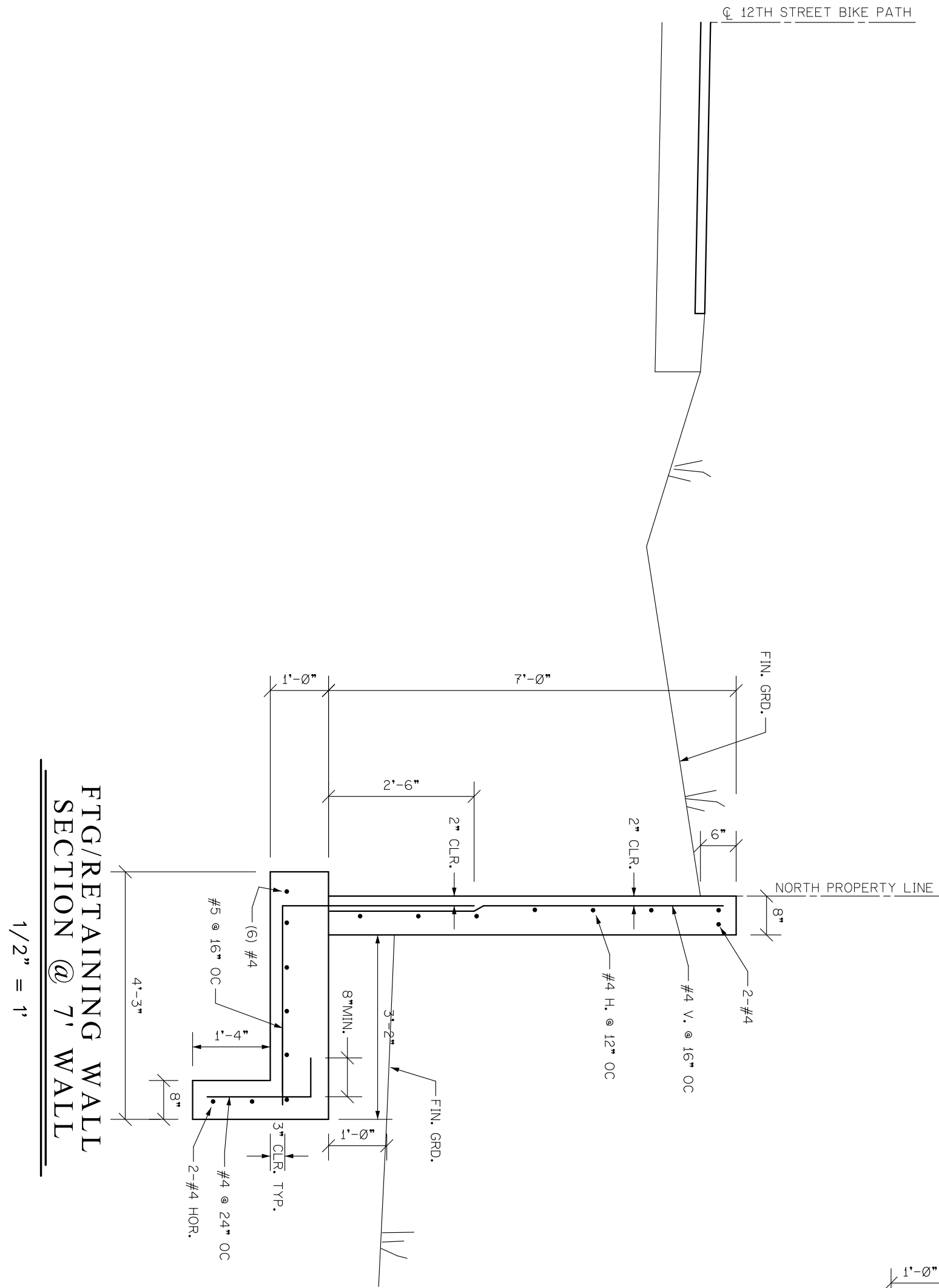
NORTH ELEVATION  
1/4" = 1'



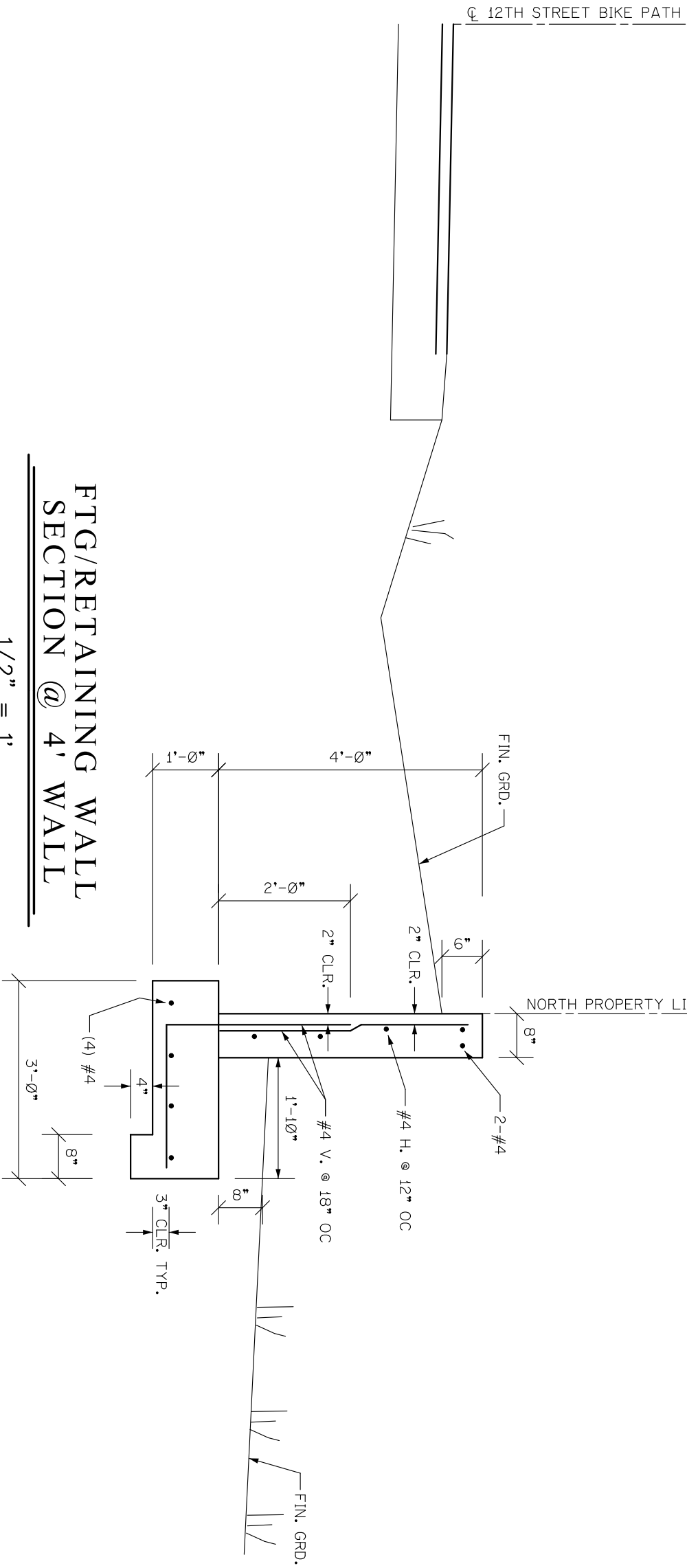
FTG/RETAINING WALL  
SECTION @ 6'-6" WALL  
1/2" = 1'



SOUTH ELEVATION  
1/4" = 1'



FTG/RETAINING WALL  
SECTION @ 7' WALL  
1/2" = 1'



FTG/RETAINING WALL  
SECTION @ 4' WALL  
1/2" = 1'

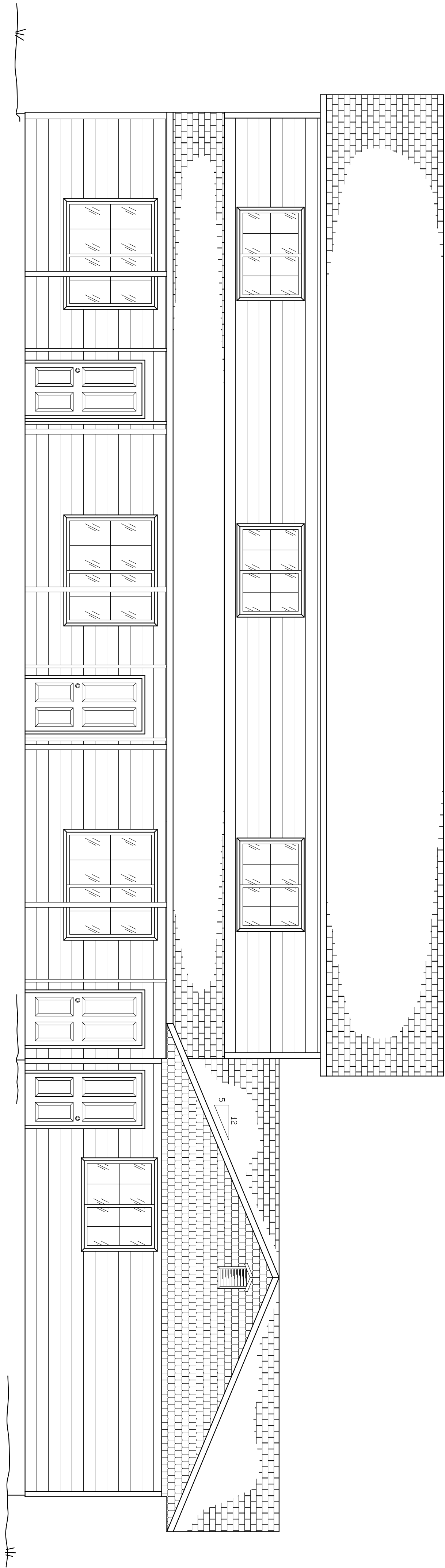
EXHIBIT C

**MIKE McALLISTER ENGINEERING**  
1301 E. MAPLETON ROAD  
MAPLETON, OREGON 97453  
PH: 541-268-4326  
FAX: 541-268-4326

**SITE DEVELOPMENT**  
TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR  
**APARTMENT COMPLEX**  
FOR  
WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439

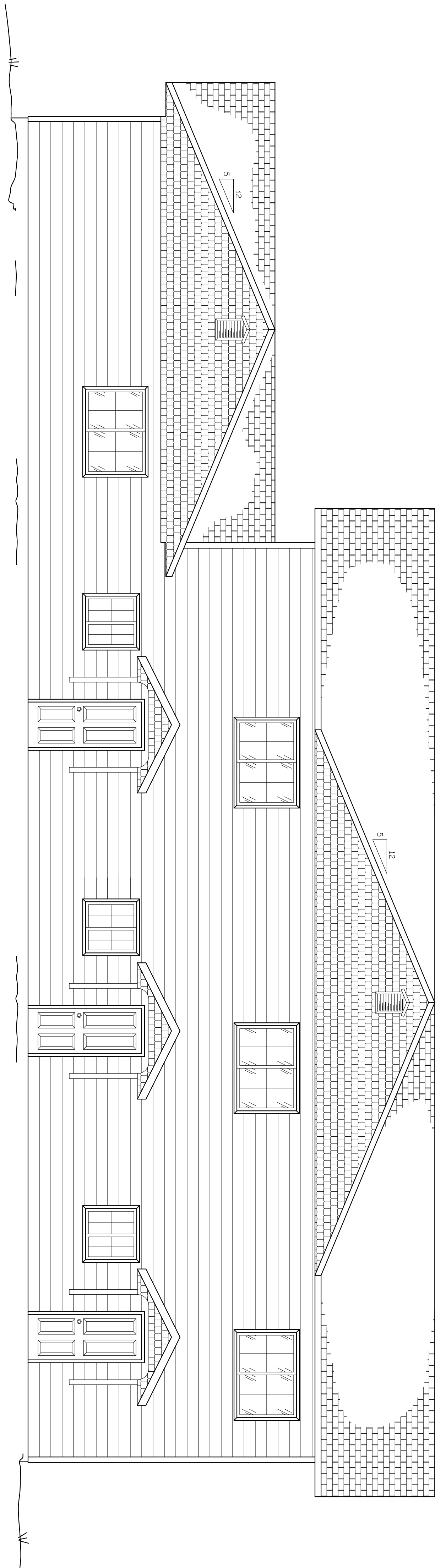
SHEET CONTENT		STRUCTURAL PLANS	
DRAWN	W.O. NO.	JRM.	509
DATE	SCALE	10/22/04	AS SHOWN
REVISIONS			
1/12/05			

SHEET  
**S8**  
OF 9



EAST ELEVATION

1/4" = 1'



WEST ELEVATION

1/4" = 1'

SITE DEVELOPMENT

TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR

APARTMENT COMPLEX

FOR

WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439



MIKE McALLISTER ENGINEERING  
11301 E. MAPLETON ROAD  
MAPLETON, OREGON 97453  
PH: 541-268-4326  
FAX: 541-268-4326

SHEET CONTENT  
STRUCTURAL PLANS

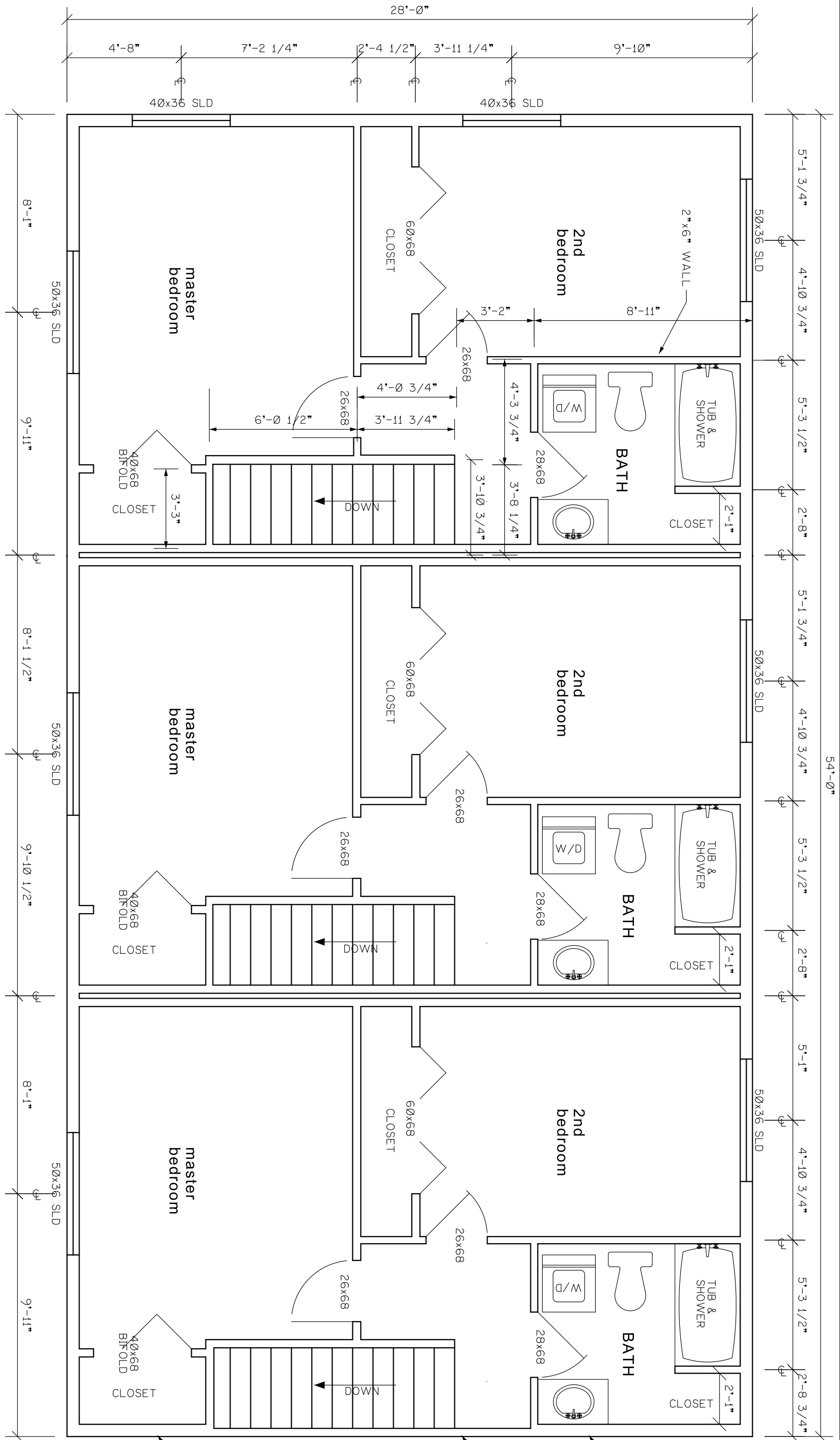
DRAWN	W.O. NO.
J.R.M.	509
DATE	SCALE
10/22/04	AS SHOWN
REVISIONS	

1/12/05

SHEET

S9  
OF 9

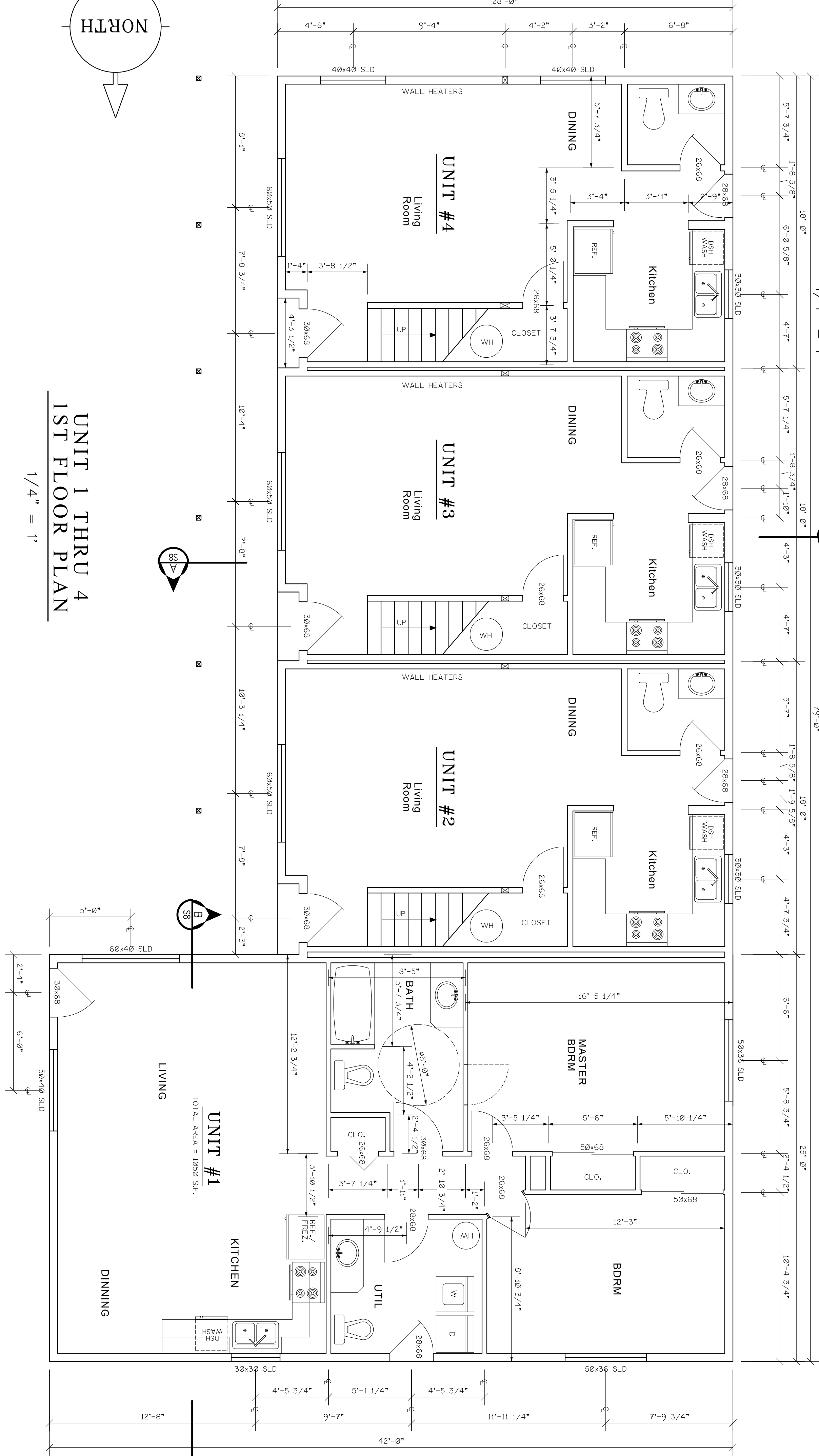
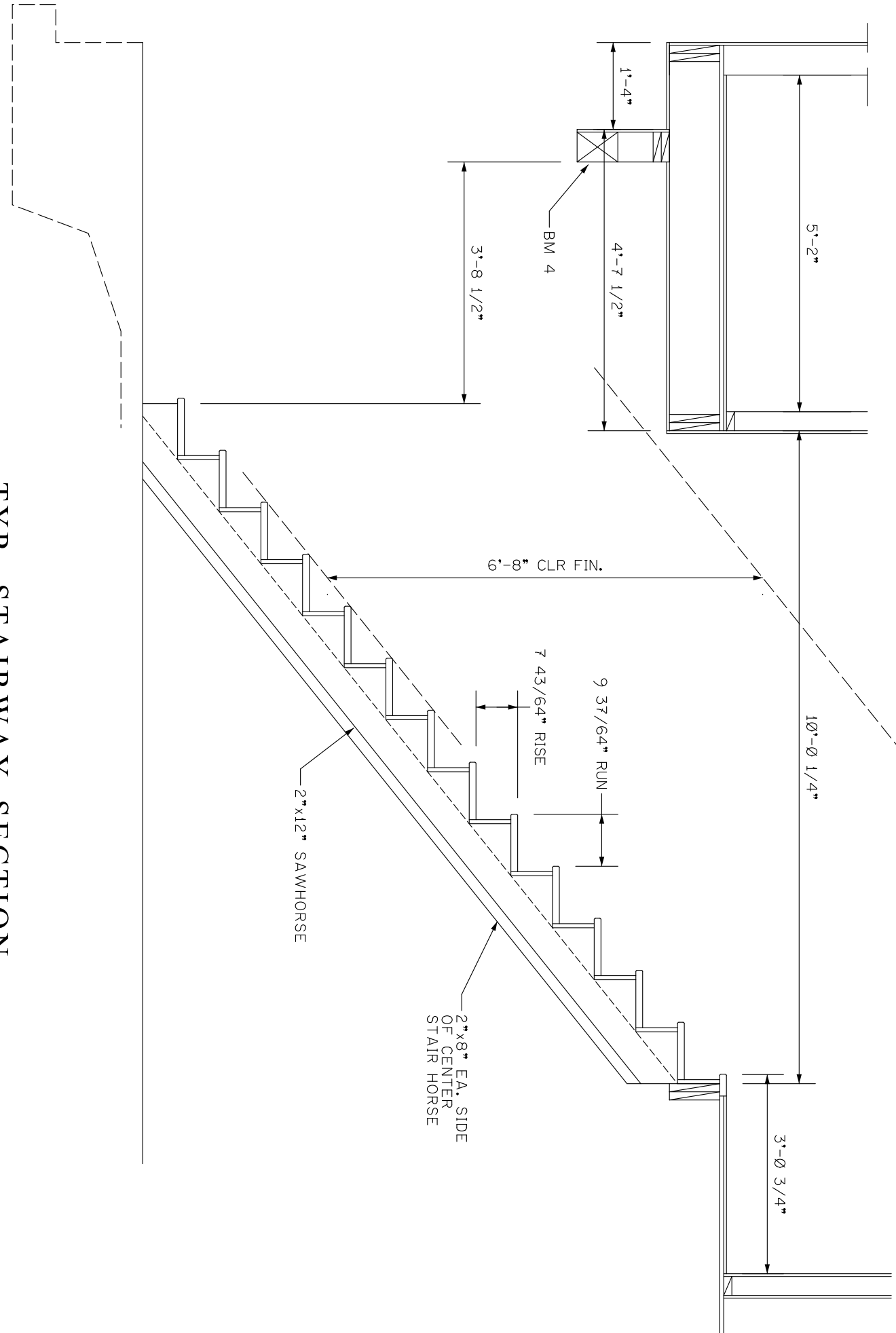




UNIT 2 THRU 4 & 6 THRU 8  
2ND FLOOR PLAN

1/4" = 1'

TYP. STAIRWAY SECTION  
1/2" = 1'



UNIT 1 THRU 4  
1ST FLOOR PLAN

1/4" = 1'

SHEET CONTENT  
STRUCTURAL PLANS

DRAWN	W.O. NO.
JRM.	509
DATE	SCALE
10/22/04	AS SHOWN
REVISIONS	
11/3/04	MM
1/12/05	MM

SITE DEVELOPMENT  
TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR  
APARTMENT COMPLEX  
FOR  
WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439

MIKE McALLISTER ENGINEERING  
1301 E. MAPLETON ROAD  
MAPLETON, OREGON 97453  
PH: 541-268-4326  
FAX: 541-268-4326



EXHIBIT D

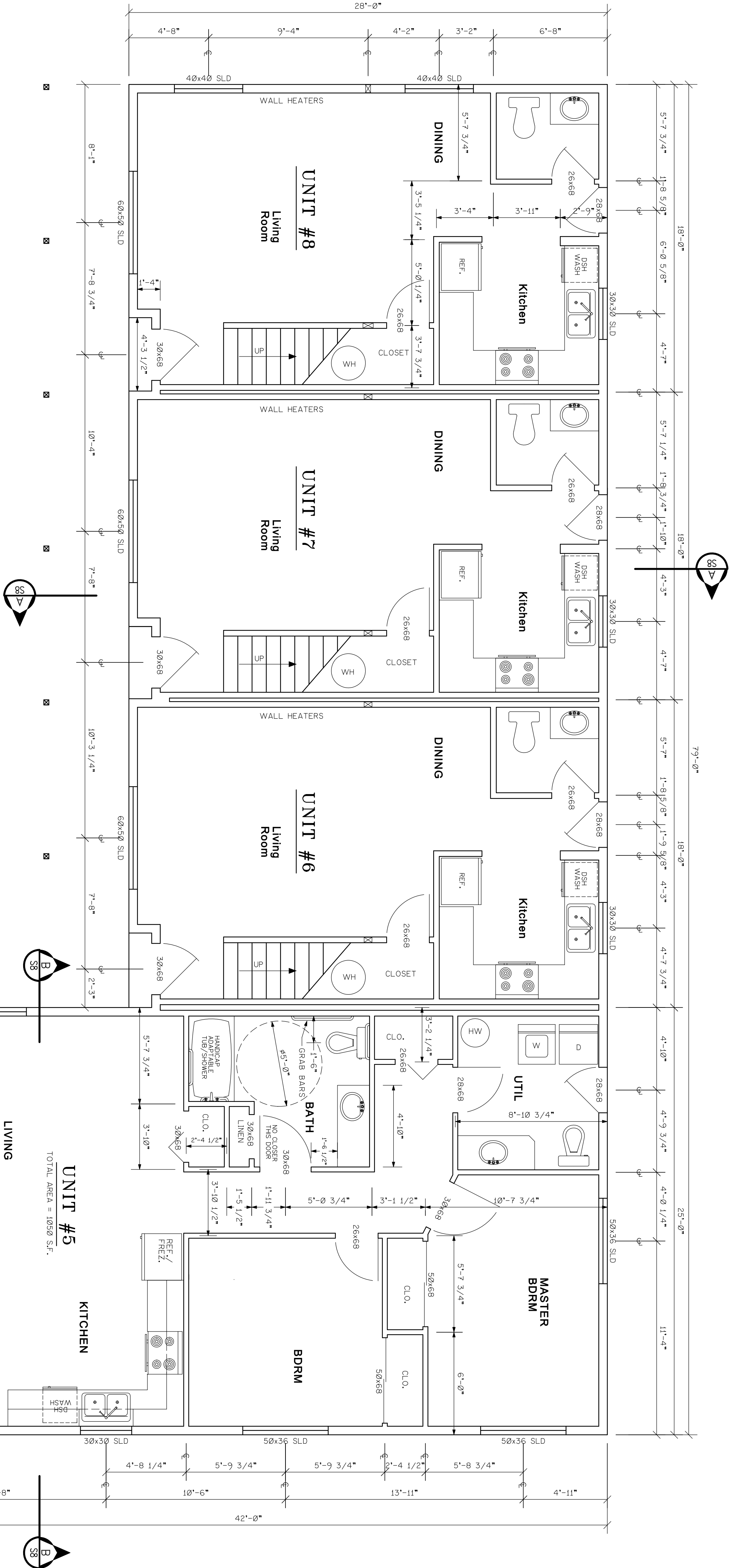
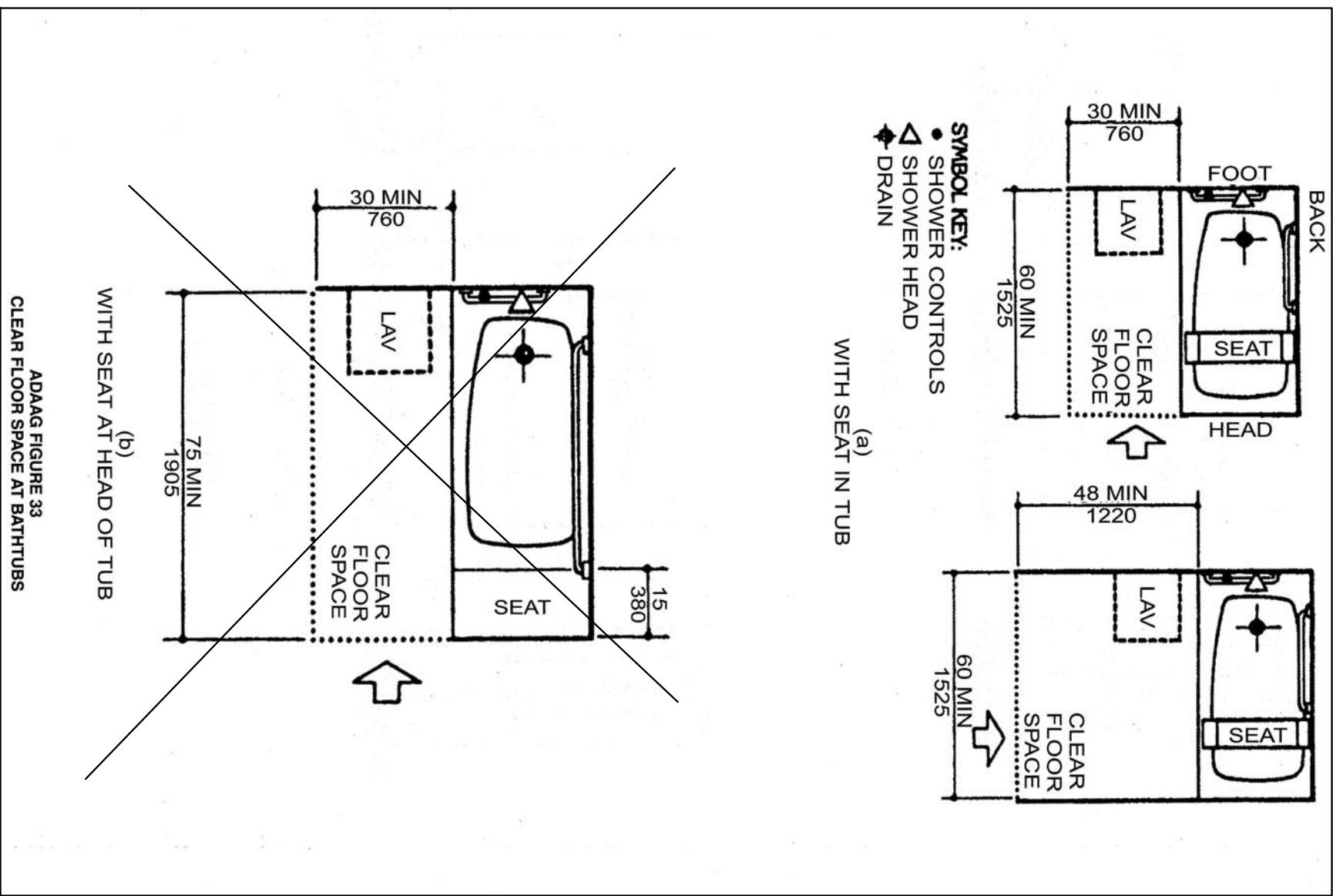
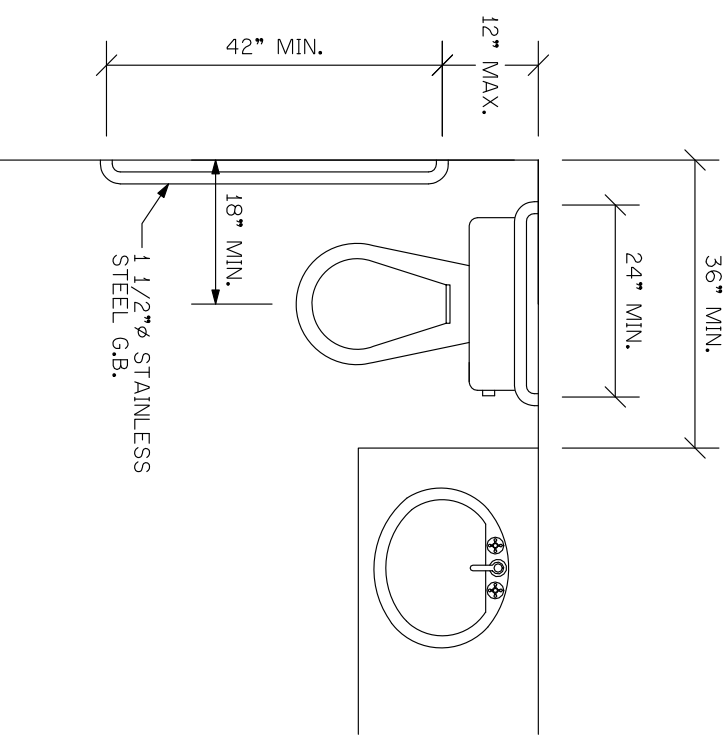
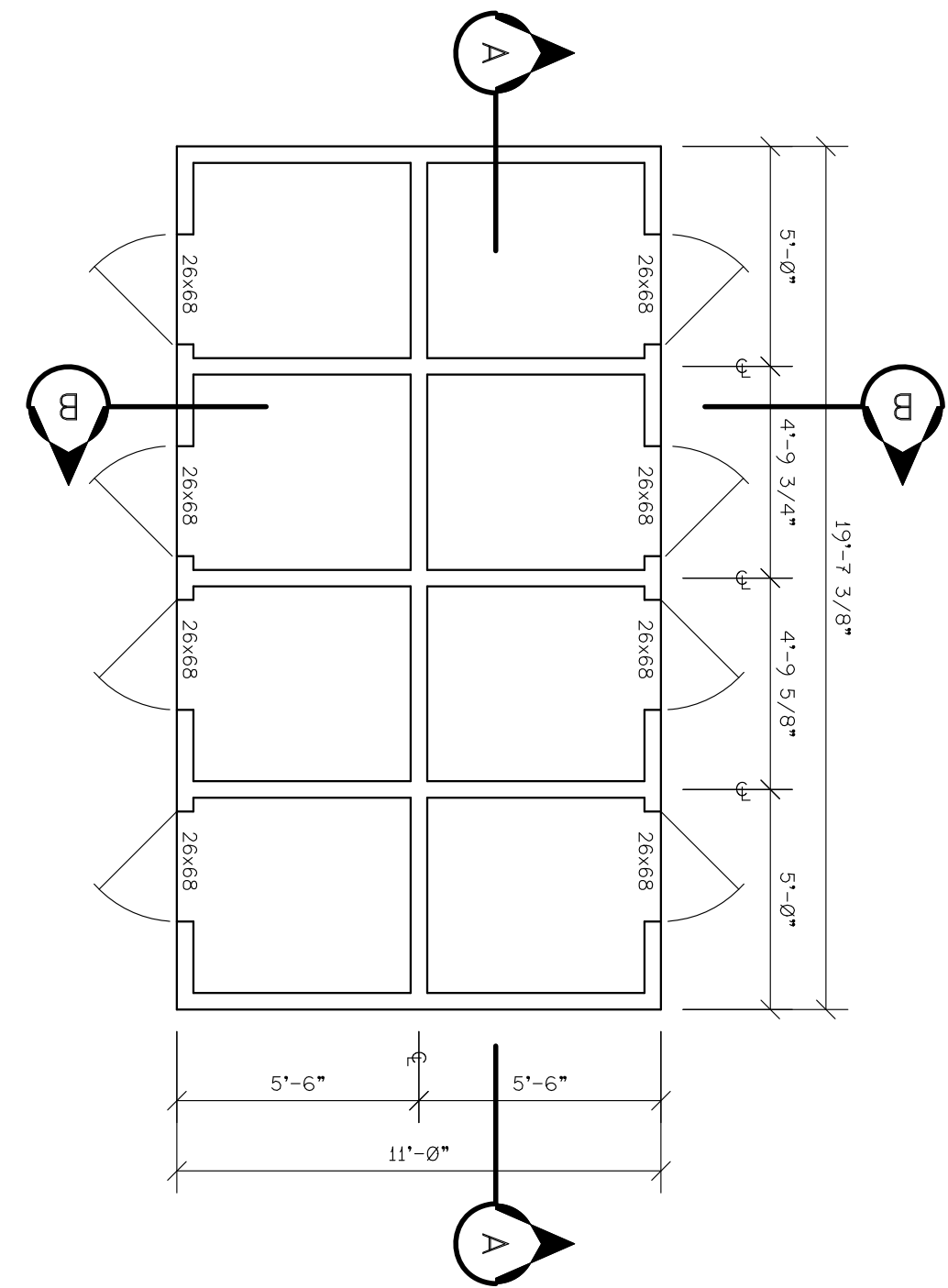
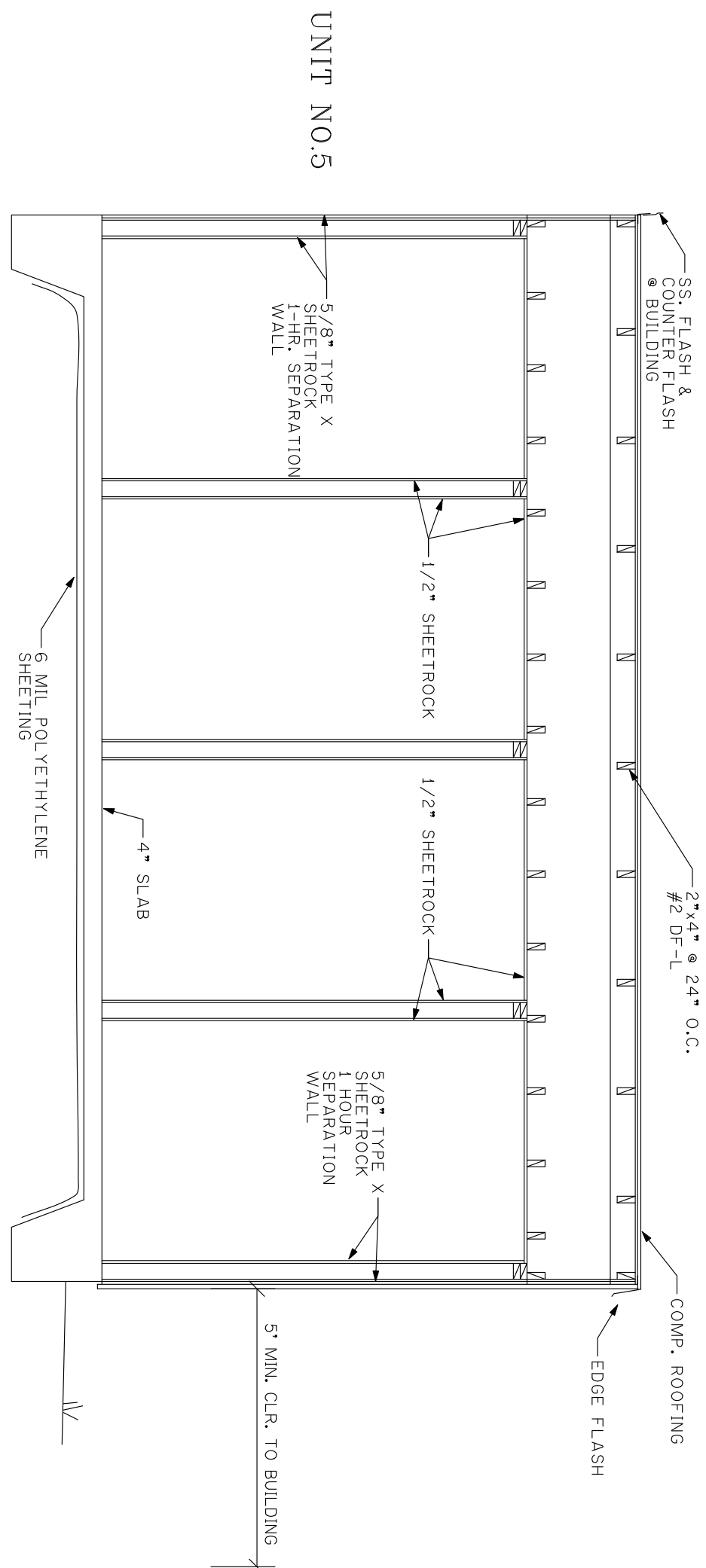
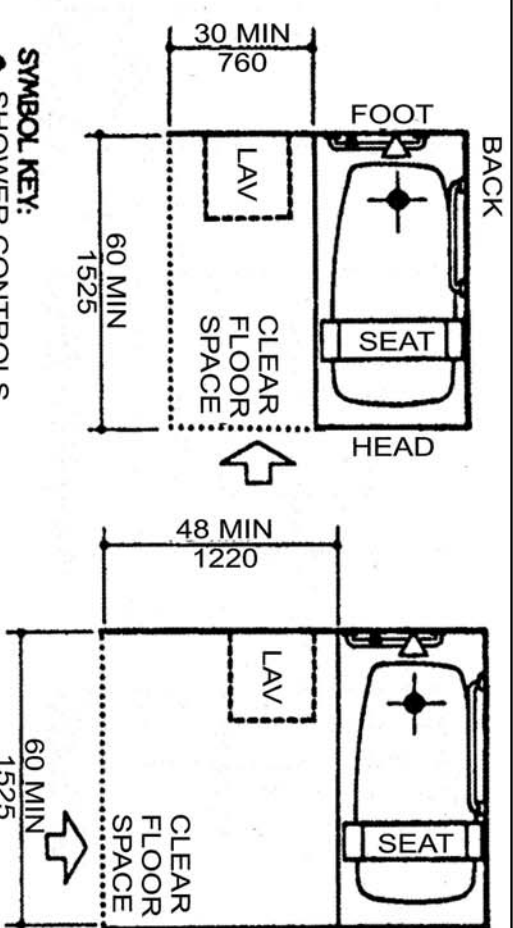
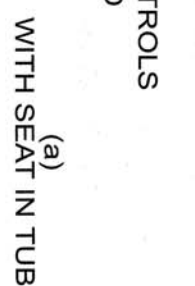
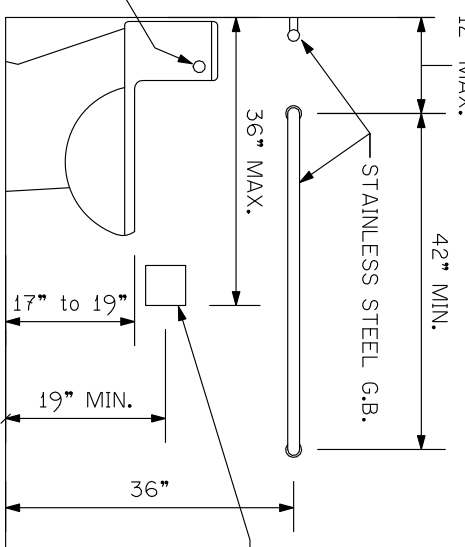
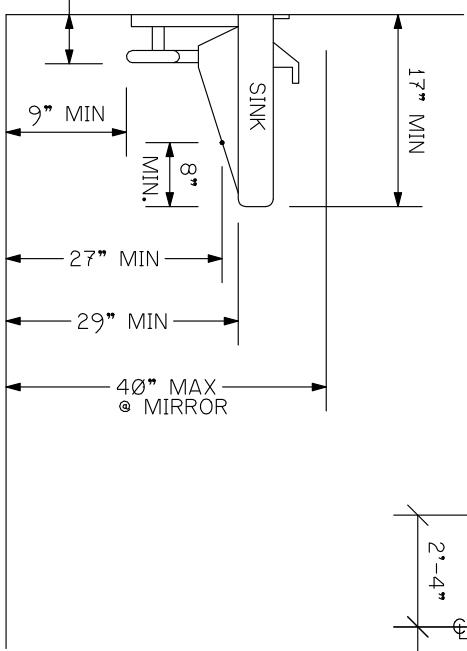
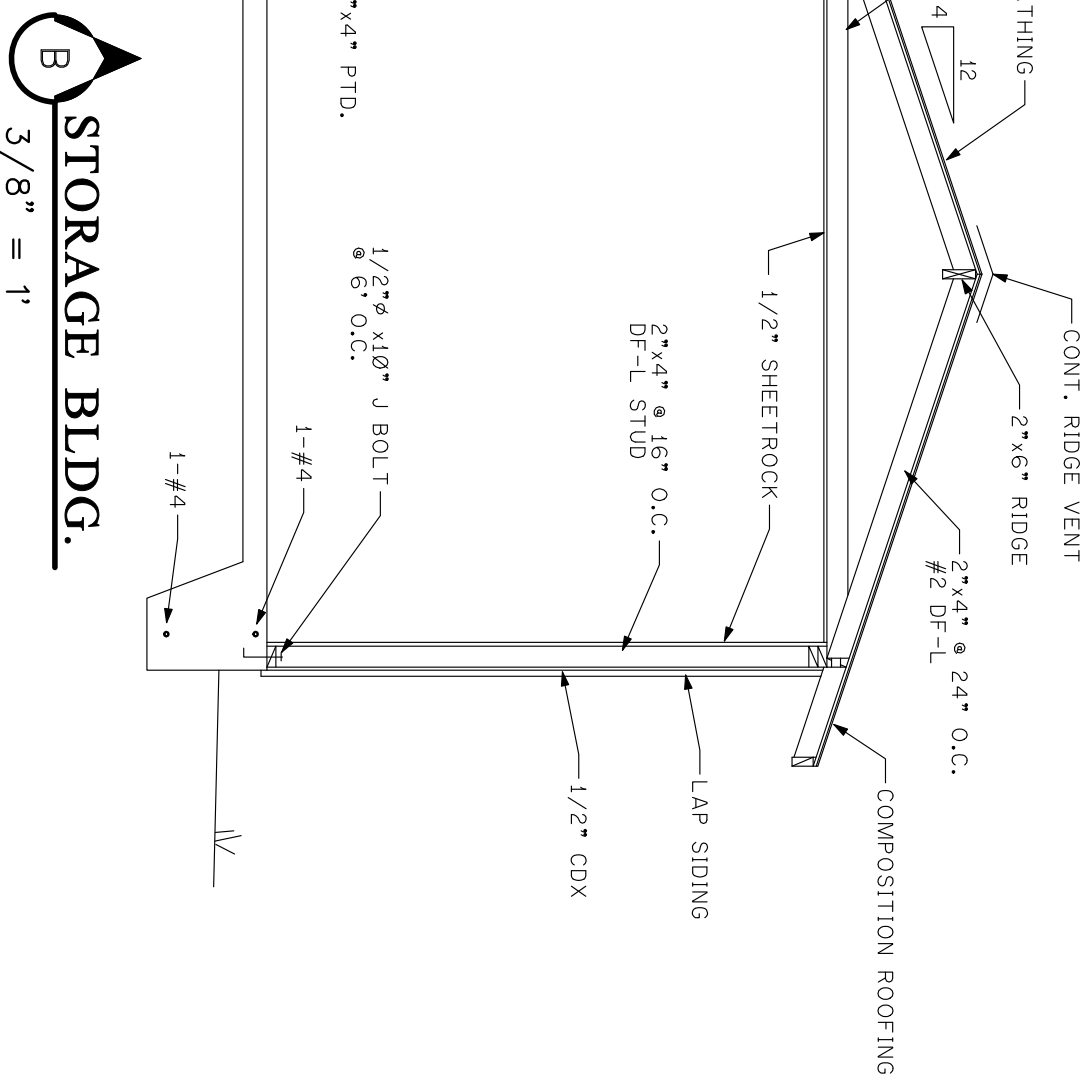


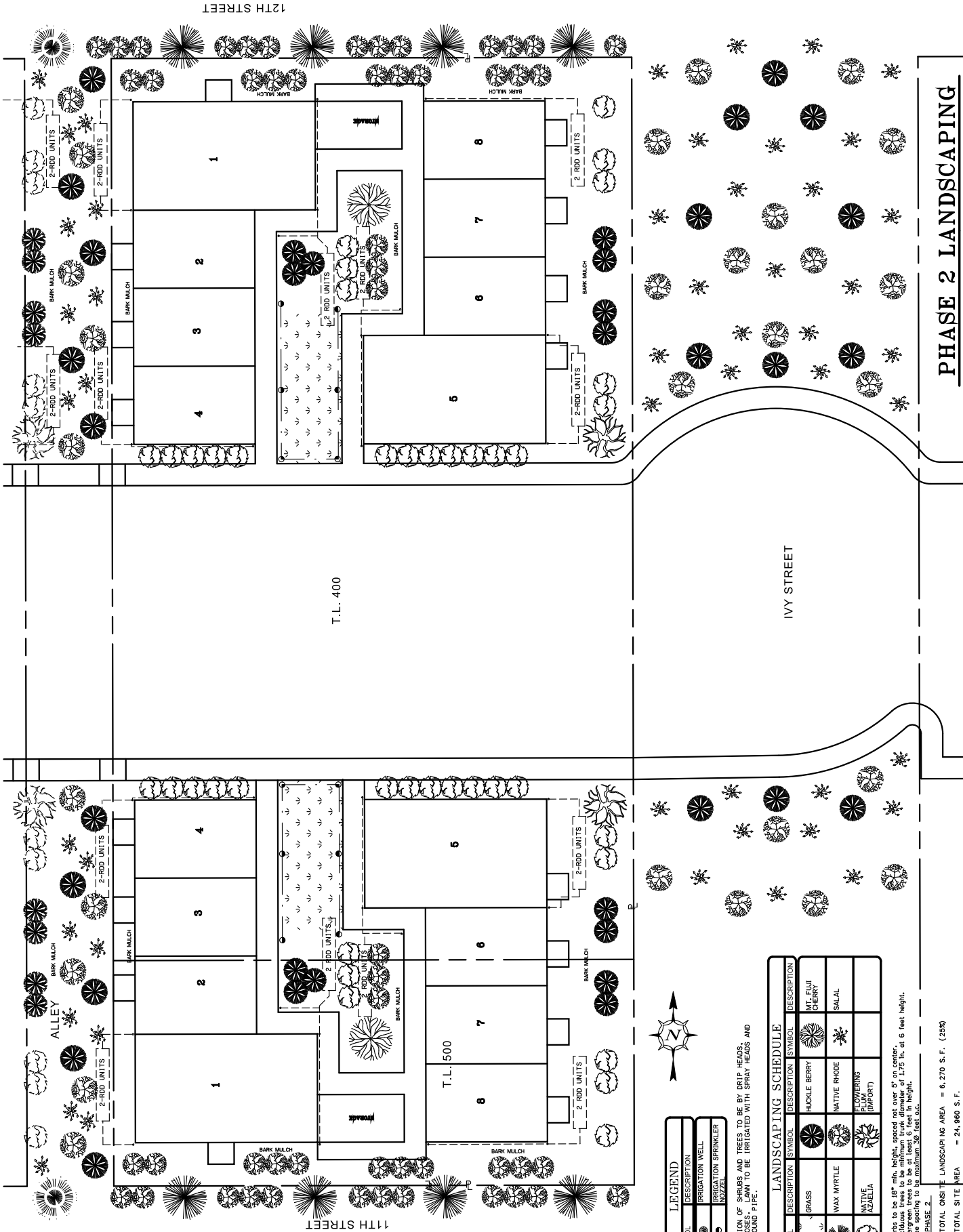


**SITE DEVELOPMENT**  
TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR

**APARTMENT COMPLEX**  
FOR  
WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439

 11/3/04 MNM  1/12/05 MNM		DRAWN J.R.M. DATE 10/22/04 SCALE AS SHOWN	SHEET CONTENT <b>STRUCTURAL PLANS</b>
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**PHASE 2 LANDSCAPING**

TAX MAP: 18-12-27-42, T.L. 300 & 400  
FLORENCE, OR

FOR  
WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439

LEGEND	
SYMBOL	DESCRIPTION
⊙	IRRIGATION WELL
•	IRRIGATION SPRINKLER NOZZLE


NOTE:  
1) IRRIGATION OF SHRUBS AND TREES TO BE BY DRIP HEADS, USING HOSES. LAWN TO BE IRRIGATED WITH SPRAY HEADS AND UNDERGROUND PIPE.

LANDSCAPING SCHEDULE					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	GRASS		HUCKLE BERRY		MT. FUJI CHERRY
	WAX MYRTLE		NATIVE RHODE		SALAL
	NATIVE AZALEA		FLOWERING PLUM (IMPORT)		







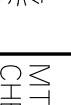
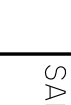
NOTE:  
1) Plants to be 18" min. height, spaced not over 5' on center.  
2) Deciduous trees to be minimum trunk diameter of 1.75 in. at 6 feet height.  
3) Tree spacing to be maximum 30' feet o.c.

PHASE 2  
TOTAL ON-SITE LANDSCAPING AREA = 6,270 S.F. (25%)  
TOTAL SITE AREA = 24,960 S.F.



LEGEND	
SYMBOL	DESCRIPTION
	IRRIGATION SPRINKLER NOZZEL

NOTE:  
IRRIGATION OF SHRUBS AND TREES TO BE BY DRIP HEADS, USING HOSES. LAWN TO BE IRRIGATED WITH SPRAY HEADS AND UNDERGROUND PIPE.

LANDSCAPING SCHEDULE			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	GRASS		HUCKLE BERRY (14 EA.)
	WAX MYRTLE (8 EA.)		NATIVE RHODIE (52 EA.)
	NATIVE AZALEA (40 EA.)		FLOWERING SHRUB (IMPORT) (2 EA.)
			MT. FUJI CHERRY (2 EA.)
			SALAL (0)

- NOTE
- 1) Shrubs to be 18" min. height, spaced not over 5' on center.
  - 2) Deciduous trees to be minimum trunk diameter of 1.75 in. at 6 feet height.
  - 3) Evergreen trees to be at least 6 feet in height.
  - 3) Tree spacing to be maximum 30 feet o.c.

PHASE 3

TOTAL ONSITE LANDSCAPING AREA = 6,270 S.F. (25%)

TOTAL SITE AREA = 24,960 S.F.

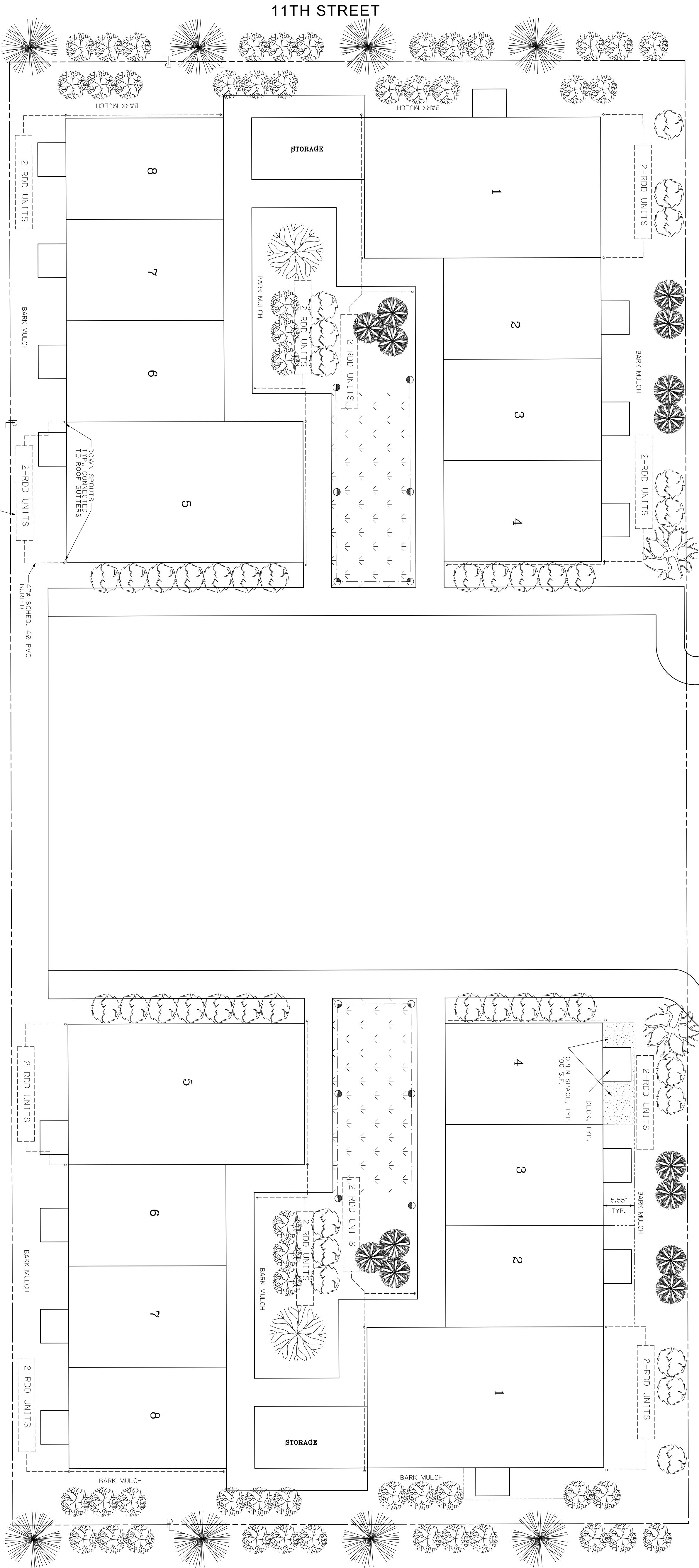


EXHIBIT E2

**MIKE McALLISTER ENGINEERING**  
11301 E. MAPLETON ROAD  
MAPLETON, OREGON 97453  
PH: 541-268-4326  
FAX: 541-268-4326

**SITE DEVELOPMENT**  
TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR

**PHASE 3 LANDSCAPING**

FOR  
WHISPERING PINES DEVELOPMENT

87829 HWY. 101  
FLORENCE, OR 97439

SHEET CONTENT

**PROPOSED LANDSCAPE  
& IRRIGATION PLAN**

DRAWN: J.R.M.  
DATE: 9/12/14  
SCALE: 1" = 10'

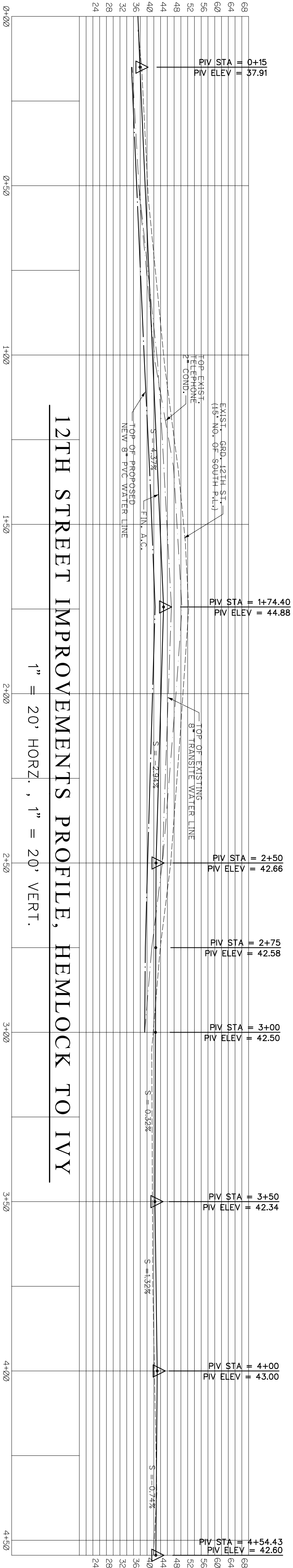
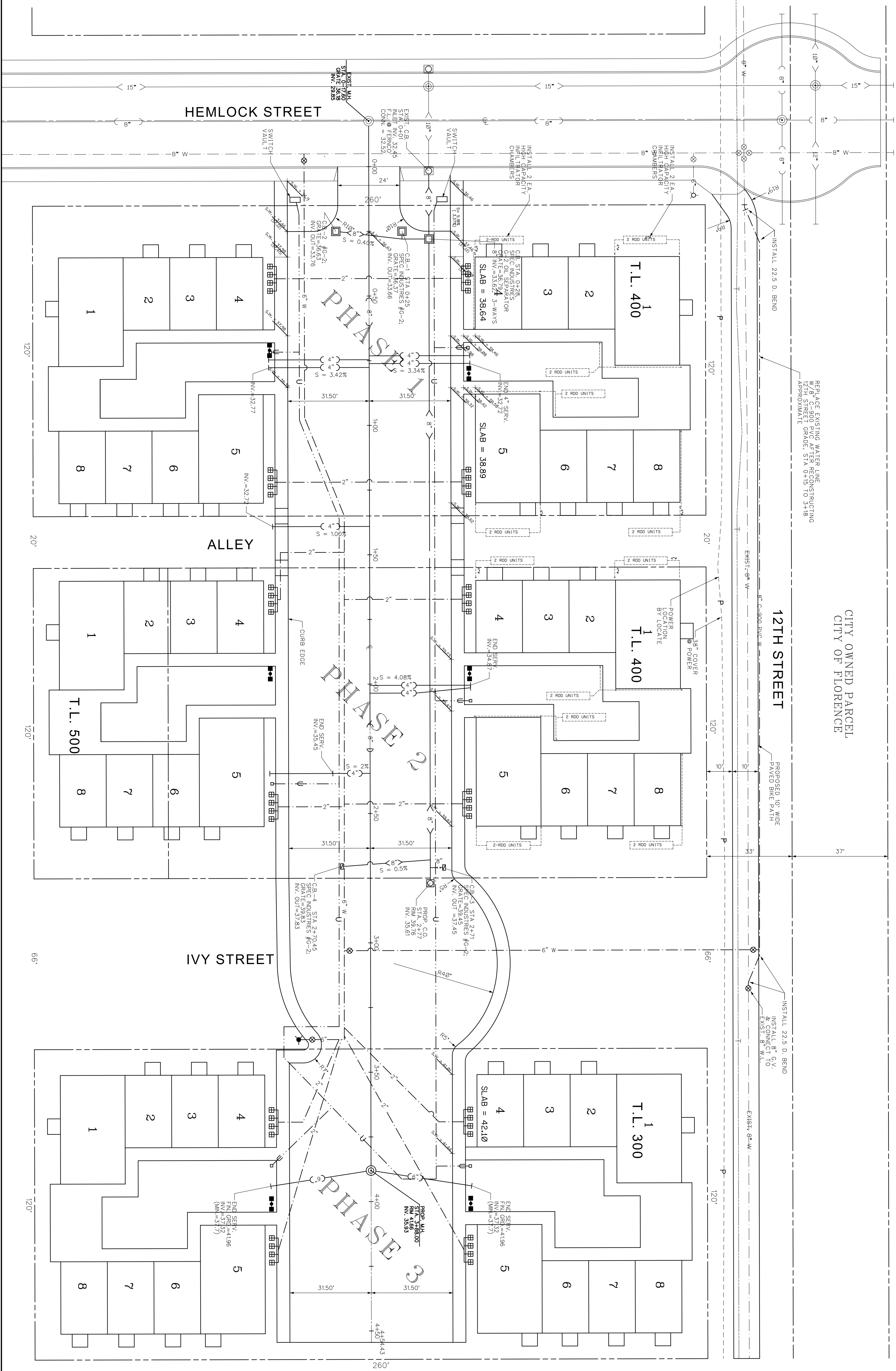
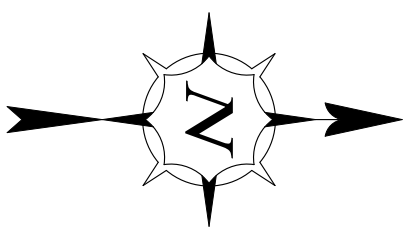
W.O. NO.: 509

REVISIONS:

SHEET 1 OF 1



SYMBOL	DESCRIPTION
⊙	SANITARY M.H.
⊕	STORM M.H.
—○—	PROPOSED SANITARY SEWER
—>—	PROPOSED STORM SEWER
—<—	EXISTING SANITARY SEWER
—<>—	EXISTING STORM SEWER
—W—	EXISTING WATER LINE
—W—	PROPOSED WATER LINE
—U—	PROPOSED UTILITY: POWER, TEL. & TV.
—T—	EXISTING UNDERGROUND TEL.
—P—	EXISTING UNDERGROUND POWER
▲	EXISTING FIRE HYDRANT
▲	PROPOSED FIRE HYDRANT
⊗	WATER VALVE
⊞	CATCH BASIN
⊞	CURB INLET CATCH BASIN
⊞	SEWER CLEANOUT
⊞	POWER VAULT
⊞	WATER METER



12TH STREET IMPROVEMENTS PROFILE, HEMLOCK TO IVY

1" = 20' HORIZ., 1" = 20' VERT.

**SITE DEVELOPMENT**  
TAX MAP: 18-12-27-42, TL. 300 & 400  
FLORENCE, OR  
**STREET, PARKING LOT & UTILITIES**  
FOR  
WHISPERING PINES DEVELOPMENT  
87829 HWY. 101  
FLORENCE, OR 97439

**MIKE McALLISTER ENGINEERING**  
11301 E. MAPLETON ROAD  
MAPLETON, OREGON 97453  
PH: 541-268-4326  
FAX: 541-268-4326



SHEET CONTENT	
PLAN & PROFILE	
DRAWN	W.O. NO.
J.R.M.	509
DATE	SCALE
10/5/04	1" = 20'
REVISIONS	
10/28/04	
12/15/04	
12/11/13	

October 1, 2014

City of Florence  
Community Development  
250 Hwy 101  
Florence, Or. 97439

Re: Design Review Application Phase 3 and Revision of Phase 2  
Whispering Pines, Map #18-22-27-42 Tax Lots 00300, 00400, 00500  
Additional Information

Attention: Wendy Farley Campbell  
Wendy.farley.campbell@ci.florence.or.us

This letter is to provide additional information as per in our recent telephone conversation.

Bicycle Parking

Bicycle racks or other hangers to hold bicycles vertical will be installed in each storage unit.

Lighting Plan Details

Proposed lights and light poles are to be the same as existing. We will be furnishing to you a lighting illumination field schematic from the lighting supplier. Light poles are 16 feet tall. The lights are the rectangular box type.

Stormwater Plans

The stormwater plans are as shown in the plans for the overall site. Drainage from roofs will be captured in eaves troughs and piped to in-ground disposal units located as per plans. The paved driveway and sidewalks paralleling the driveway are sloped to drain to catch basins; the catch basins drain by storm piping to the City storm sewer in Hemlock Street. The City storm sewer was designed to handle this flow, including Phase 3. As this whole system was designed and approved with this in mind, we believe an exception to new regulations is in order.

Bike Path in Ivy Street from 12<sup>th</sup> Street to 11<sup>th</sup> Street

The bike path now constructed in 12<sup>th</sup> Street cannot be accessed from Ivy Street due to topography. The elevation of the bike path in 12<sup>th</sup> Street is so much higher than Ivy Street it cannot be accessed by anything close to ADA required grades. There is a retaining wall now constructed between the units in Phase 1 and 12<sup>th</sup> Street. You can verify this when you make a site visit. If Public Works desires, we can make depressed area in the proposed curbs in Ivy Street. Also affecting this bike path is the existing underground utilities in 12<sup>th</sup> Street, if one is thinking of reconstructing the street to lower the ground grade.

PDF Files of New Plans

We are emailing pdf files if the drawings for this Phase 3, which also will show the changes required at Phase 2 for the additional units.

Open Space

The new landscape plan for Phase 3 shows the area of open space on the most northwest 4 plex. This plan is typical for all the 4 plexes proposed in the Phase 3 and the revised Phase 2. It is the

EXHIBIT G

same for all existing units in Phase 1 and 2 now constructed. Please note that the open area includes the landing deck area in addition to the area shown in hatch, which yields a total of 100 s.f..

If you need any other documentation please email us or call.

Sincerely,

A handwritten signature in black ink that reads "Mike McAllister". The signature is written in a cursive, flowing style.

Mike McAllister, PE



September 12, 2014

City of Florence  
Community Development  
250 Hwy 101  
Florence, Or. 97439

Re: Design Review Application Phase 3 and Revision of Phase 2  
Whispering Pines Map #18-22-27-42 Tax Lots 00300, 00400, 00500

This letter is in response to your letter of September 5, 2014. The format of this letter will conform to the numbering of your letter.

1. Site Plan

a) The site plan submitted was revised to eliminate the compact parking in Phase 3. Mr. Prater is of the opinion that it is unnecessary to change the already existing and painted parking stalls 38 through 40. If this change were made there would be a loss of one parking stall in Phase 2. This lost parking space cannot be made up in Phase 3 as the location of the existing fire hydrant prevents this addition. There are more compact cars today than when Phases 1 and 2 were constructed.

b) Bicycle parking is already achieved in the storage buildings. Each unit has a 5'x5' approx. space which easily stores bicycles in a vertical position, requiring about 2' by 2.5' of space. Mr. Prater's opinion is that most people want to store their bikes indoors as theft is a real problem. It is nothing for a new bike to cost \$ 1,500.

c) The floor plan of the proposed units is as already on file per Phase 1 and 2. The number of bedrooms for each four plex building is 8 per building. The total number of buildings for full development is 6 buildings. The total number of bedrooms is 6 times 8 or 48 total bedrooms. The total number of parking spaces required is 48 times 1.5 spaces per unit, or 72. The plan as submitted shows 72 spaces.

d) Mr. Prater is not interested in reducing the parking spaces by 10% in exchange for transit improvements along 9<sup>th</sup> Street.

e) The ground in Phase 3 was graded during Phase 2. Crushed rock for the subgrade area of the street Phase 3 was placed at that time. All that remains is to construct concrete sidewalks and curbs and install asphalt paving, after the changes have been made to accommodate the revision in the parking and sidewalk for Tax Lot 500. The grading conforms to the plans for Phase 1 and 2. Cross sections are as per plan. Typical cross slopes provide 2% slope to drain to the curb/sidewalk and then to catch basins located as per plan. All utilities for Phase 3 were installed during construction of Phase 1 and 2, and conform to approved plans.

f) Mailbox location will be the same for Phase 3 as per Phase 1 and 2, which is in the sidewalk on Hemlock Street fronting the development. Boxes to be added will be adjacent to those installed for Phase 2. The installation is to be in the sidewalk and in accordance with the Postal Department standards and requirements.

2. Lighting Plan

The proposed lighting plan is as originally approved for Phase 1 and 2. The location of the light poles is shown in the plans submitted. No changes are desired as Mr. Prater desires to match the exiting. Each pole now has two 1000 Watt HPS lights. Location of light poles and

lights as to be installed will be inconformity with present City lighting standards. Light will not cause lighting glare off site.

### 3. Stormwater Plan

a) Building runoff will be captured via roof gutters and transported to buried disposal units through downspouts and buried piping. The location of this system is shown on the landscaping plan for Phase 3. This plan was with the recent submittal, but will be submitted for your review. The typical stormwater disposal system for each building is similar, and shows on the plans approved for Phases 1 and 2. These systems have been operating well, so no changes are proposed.

b) The plans do not show widening of 12<sup>th</sup> Street. Topography limited the development of this street. The City of Florence decided not to develop this street for motor vehicles and opted to use it for a bicycle path. This was improvement has been performed along the entire street fronting this property, including Phase 3.


### 4. Landscaping Plan

a) The landscaping plan for Phase 3 conforms to the plans for the other phases. We neglected to submit a plan with the application. On further review we concur that this plan should be submitted and will do so for your review. It is Mr. Prater's desire that the landscaping for Phase 3 conform to that of the existing phases as much as possible. The landscaping as previously installed has been performed well, and so there is no desire to change midstream. The number of plants will be labeled on the plan.

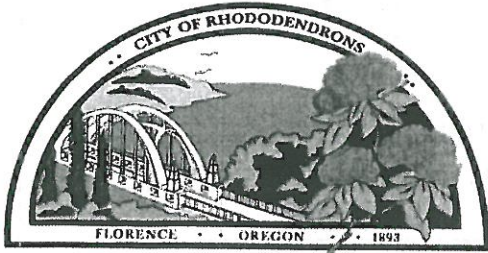
b) The location of trash enclosures has been shown on the plans. Materials for said enclosures is to be of cedar fencing as shown in plans on file for Phase 1. Mr. Prater has no desire to change the enclosure design or materials.

c) Open space has been provided as per the buildings in Phases 1 and 2. The location of open space is shown on the Landscaping Plan being submitted.

Sincerely,

A handwritten signature in black ink, reading "Mike McAllister". The signature is fluid and cursive, with the first name "Mike" and last name "McAllister" clearly distinguishable.

Mike McAllister, PE



*City of Florence*  
Community Development Department  
250 Highway 101  
Florence, OR 97439  
Phone: (541) 997 - 8237  
Fax: (541) 997 - 4109  
[www.ci.florence.or.us](http://www.ci.florence.or.us)

### Type of Request

☒ **Design Review (DR)** (See FCC 10-6)    ☐ **Conditional Use Permit (CUP)** (See FCC 10-4)

### Applicant Information

Name: JERRY PRATER CONSTRUCTION Phone 1: 541-999-0256  
E-mail Address: \_\_\_\_\_ Phone 2: \_\_\_\_\_  
Address: 87829 HWY 101 NORTH, FLORENCE, OREGON  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant's Representative (if any): \_\_\_\_\_

### Property Owner Information

Name: SAME AS ABOVE Phone 1: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Phone 2: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant's Representative (if any): \_\_\_\_\_

NOTE: If applicant and property owner are not the same individual, a signed letter of authorization from the property owner which allows the applicant to act as the agent for the property owner must be submitted to the City along with this application. The property owner agrees to allow the Planning Staff and the Planning Commission onto the property. Please inform Planning Staff if prior notification or special arrangements are necessary.

### For Office Use Only:

Received

RECEIVED  
City of Florence

AUG 08 2014

By: gdfc

Approved

Exhibit

EXHIBIT I



Property Description

Site Address: 1150 HEMLOCK, FLORENCE, OREGON

General Description: WHISPERING PINES DEVELOPMENT

Assessor's Map No.: 18 - 12 - 21 - 42 Tax lot(s): 300, 400, 500

Zoning District: OFFICE RESID. MIXED USE ; MULTI-FAM. RESIDENTIAL

Conditions & land uses within 300 feet of the proposed site that is one-acre or larger and within 100 feet of the site that is less than an acre OR add this information to the off-site conditions map

(FCC 10-1-1-4-B-3):

Project Description

Square feet of new: 6,240 S.F.

Square feet of existing: 87,360

Hours of operation: N.A.

Existing parking spaces: 72

Is any project phasing anticipated? (Check One): ☒ Yes ☐ No

Timetable of proposed improvements: PHASE II IN SEPTEMBER 2014, PHASE III IN FUTURE

Will there be impacts such as noise, dust, or outdoor storage? ☐ Yes ☒ No

If yes, please describe:

Proposal: (Describe the project in detail, what is being proposed, size, objectives, and what is desired by the project. Attach additional sheets as necessary)

REVISE PHASE II, PREVIOUSLY APPROVED, TO DEVELOP T.L. 500 FOR MULTIFAMILY HOUSING.

THIS WILL CHANGE SIDEWALK AND <sup>WIDEN</sup> PAVING ON A PORTION OF SOUTH SIDE OF 12<sup>TH</sup> STREET.

REVISE PHASE III, PREVIOUSLY APPROVED, TO CHANGE COMPACT PARKING STALLS ON BOTH SIDES OF 12<sup>TH</sup> STREET TO STANDARD WIDTH PARKING STALLS.

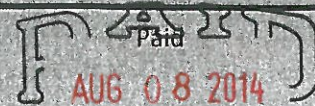
UNDERGROUND UTILITIES ARE ALL EXISTING, AND ARE TO REMAIN AS CONSTRUCTED.

STORM DRAINAGE IN STREET AND ONSITE TO BE AS PREVIOUSLY APPROVED. LANDSCAPING PLAN TO BE REVISED @ TAX LOT 500 TO BE AS PERFORMED IN ADJACENT LOTS.

For Office Use Only:

Date Submitted: 8-8-2014 Fee: \$1,400.00

Received by: gdfc



BY: \_\_\_\_\_

☐ Proposed:

Are new streets planned or needed? (Please refer to the Transportation System Plan)

☐ Yes ☒ No If yes, please describe: \_\_\_\_\_

Are utility upgrades or extensions planned or needed?

☐ Yes ☒ No If yes, please describe: \_\_\_\_\_

If you answered yes to either question above, how will these improvements be funded? \_\_\_\_\_

☐ Stormwater Plan: (SEE ATTACHMENT)

Per FCC 9-5-2-4, a drainage plan is required for projects which add **500 SQUARE FEET OR GREATER** of impervious surface area or clearing vegetation from **10,000 SQUARE FEET OR GREATER** (single family homes are excluded). Please refer to FCC 9-5 and the Florence Stormwater Design Manual for requirements.

☐ Traffic Impact Study:

Per FCC 10-1-1-4-D, larger projects may require a Traffic Impact Study. Please attach a TIA if needed.

☐ Design & Architectural Drawings:

Per FCC 10-6-6-C, if applying for a design review, please attach or describe colors and materials being used as well as elevations of the proposed building.

☐ Landscaping Plan:

Per FCC 10-34-3-2, the location, size and species of newly proposed plant materials, location(s) of area where existing vegetation will be cleared and/or preserved, irrigation and anticipated planting schedule, and location of existing and proposed fences and walls including buffering and screening materials.

☐ Erosion Control:

Projects of over 1 acre of land disturbance over a period of time (please see FCC 10-36-4) are required to obtain a National Pollution Discharge Elimination System permit from the Department of Environmental Quality prior to the issuance of a development permit or land use permit based on appropriate criteria.

☐ Site Investigation Report:

Refer to FCC 10-7-3 for the list of hazard areas within the City Limits which will require a SIR.

☐ Old Town District:

Survey: Properties within the Old Town District require a recent survey per FCC 10-17 for all new development, redevelopment, and additions which show property lines, easements, 2' contours, existing structures, floodplain, and highest observed tide.

Visual Aids: New construction or story additions require visual aids. Please refer to FCC 10-17.

## Other Information Required

Below is a check list of the required information to determine if an application is complete. The Florence City Code is available at City Hall or online at [www.ci.florence.or.us](http://www.ci.florence.or.us) (click on "City Code" which is located on the main menu). You will also find the *Florence Transportation Plan*, *Downtown Architectural Guidelines*, *Highway 101 Access Management Plans*, *Stormwater Design Manual*, and *Stormwater Management Plan* available on the City's website or at the City Hall for review or purchase.

☐ Site Plan existing and proposed drawn to scale, showing the following:

- Existing and proposed site boundaries and proposed lot boundaries
- Existing and proposed structures
- Existing and proposed roads, streets, rights-of-way, pedestrian walks (widths and types), names, grades, radii
- Existing and proposed utility services – location of water and sewer lines, drainage routes and facilities, manholes, meters, fire hydrants, etc...
- Areas of scenic value, wildlife habitat, potential hazard areas (floodplains, geologic instability), wetlands, or other areas of special significance

*Note: Please submit an electronic copy of any plans submitted larger than 11" x 17"*

☐ A title report from a title company showing:

- Existing liens
- Access and/or utility easements
- Legal description

☐ Utility Plan: *Ne*

List all utilities currently available to the site AND add this information to a utility plan map (See FCC 10-1-1-4-B-2).

*Note: For help identifying the location of utilities, please call Dig Safely Oregon at 1-800-332-2344 or dial 811. Call Public Works (541-997-4106) to determine the size of utility lines. Call the Fire Marshal (541-997-3212) to determine fire flows.*

Water Supply: \_\_\_\_\_ - inch line available from \_\_\_\_\_ (Street)  
Sanitary Sewer: \_\_\_\_\_ - inch line available from \_\_\_\_\_ (Street)  
Storm Sewer: \_\_\_\_\_ - inch line available from \_\_\_\_\_ (Street)

Check if available: ☐ Telephone ☐ Cable TV ☐ Electrical ☐ Other (Such as fiber optics)

Please provide a plan drawn to common scale showing the location of existing and proposed buildings, existing and proposed utility services, location and size of water and sewer lines, drainage routes, manholes, meters, fire hydrants, fire flows, and 2' contours.

☐ Lighting Plan: *Ne*

Show location of each light fixture, diagram illustrating foot-candle distribution, and elevation drawing of each light fixture in conformance to FCC 10-3-8-G.

☐ Access Permits:

For properties along State or County roads (see FCC 10-35-2-4), a state or county access permit or application is required. For properties on Highway 101 located between Highway 126 and the Siuslaw River Bridge, please also refer to the *Highway 101 Access Management Plan*.



## Attachment to Request for Design Review

### Stormwater Plan:

Clearing area in Phase 2 to be performed will not exceed 6,240 square feet, the area of Tax Lot 500. All other areas have been cleared previously under previously approved plans for development through Phases 1 through 3.

Street areas in Ivy Street and 12<sup>th</sup> Street in Phase 3 have crushed rock surfacing ready for paving. All utilities are in place for all three Phases. This submittal proposes widening a portion of 12<sup>th</sup> Street to provide additional parking spaces required to serve the proposed additional building area in tax lot 500. This will entail the removing of a portion of the concrete sidewalk and reconstructing said concrete sidewalk in new location and the construction of additional paving subgrade and surface as required. The total of impervious surfaces added under this improvement will be 2,003 square feet. This in street drainage will flow into approved existing facilities in 12<sup>th</sup> Street. The ground area to be disturbed for the proposed street widening improvement will not exceed 1,950 square feet.

### Traffic Impact Study:

None required.

### Design & Architectural Drawings:

Previously approved drawings are on file. No changes planned.

### Landscaping Plan:

The landscaping plan has been revised for Phase 2 to include tax lot 500. The plan extends the same plan as previously approved in adjacent areas of the development. The revised plan is submitted with this application.

### Erosion Control:

The area to be disturbed is estimated at 8,190 square feet, or 0.19 acres. A NPDES permit is not required.

### Site Investigation Report:

A SIR is not required as this development as all conforms to previously approved plans and conditions.



City of Florence  
250 Highway 101  
Florence OR 97439

CITY OF FLORENCE  
250 HIGHWAY 101  
FLORENCE, OR. 97439-7628  
541-997-3436

541-997-3436

**Sale**

ID: 0054070000006019668001  
08/08/14

14:07:01

Receipt No: 5.100890

Aug 8, 2014

MASTERCARD

\*\*\*\*\*0774

Appr Code: 00575Z

Invoice#: 000001

Total:

\$ 1400.00

Customer Copy  
THANK YOU!

PRATER, JERRY

Previous Balance:

.00

Community Development - Planning Fees-DESIGN  
REVIEW

1,400.00

001-000-431117 PLANNING/ZONING FEES

Total:

1,400.00

CC - FIN (9668) Check No: AC00575Z

1,400.00

Payor: PRATER, JERRY

Total Applied:

1,400.00

Change Tendered:

.00

08/08/2014 02:07PM



**PATRICIA P. RENO  
87944 LAKE POINT DR  
FLORENCE, OR 97439  
541-991-0557**



October 15, 2014

Florence Planning Commission  
City of Florence  
250 Highway 101  
Florence, OR 97439

Re: Resolution PC14 16 DR 01, Jerry Prater Construction

Commissioners:

I am writing to request that you require compliance by Jerry Prater Construction (the developer of Whispering Pines Condominiums located at 1150 Hemlock Street) with certain conditions of the 2013 Oregon Revised Statutes 100, Condominiums, which governs condominiums in Oregon before approving his Design Review application to complete Phases 2 and 3 of this development.

1. As required in 2013 ORS 100.175, a reserve study should have been completed, a reserve account should have been set up and sufficient monies deposited in the reserve account as indicated by the reserve study. This has never been done. (See Exhibits A, B, C and D)
2. As required in 2013 ORS 100.200, the homeowners' association should have been turned over to the owners in its entirety. This has never been done. (See Exhibits E and F)

My husband, David E. Reno, and I are current owners of Unit B7 at 1150 Hemlock Street. We have tried unsuccessfully to have Mr. Prater comply with these provisions of ORS 100, Condominiums.

Because our unit is currently up for sale, my husband and I have found out that lending institutions will not loan money to potential buyers of this project because of items 1 and 2 above. (See Exhibits J and K)

If Mr. Prater is not required to comply with the law before he finishes his project, we will, as owners, have no recourse but to file a complaint with the Real Estate Commissioner requesting the commissioner order Jerry Prater Construction to desist and refrain from

**EXHIBIT J**

Florence Planning Commission  
Page 2  
October 15, 2014

violating such provisions or from further sale of condominium units. (See Exhibits G, H and I)

The City of Florence will have a condominium development that cannot be sold.

None of what we ask Mr. Prater to do is onerous; all that we ask is required by law; and all that we ask should have been done by Mr. Prater years ago.

Please do not hesitate contacting me at 541-991-0557 or via email at [preno47@hotmail.com](mailto:preno47@hotmail.com) if you have any questions or would like any further information or clarification. Thank you very much for your consideration of the above request.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Patricia P. Reno".

Patricia P. Reno

Enclosures

## **LIST OF EXHIBITS**

### **Exhibit A**

Chapter 100 Condominiums (Table of Contents).

### **Exhibit B**

2013 ORS 100.175, Reserve account for maintaining, repairing and replacing common elements.

### **Exhibit C**

Email chain from Michael Hanifin, Land Development Assistant, Oregon Real Estate Agency, Salem, last dated 11/26/13, stating there was no reserve study filed by Whispering Pines Condominiums.

### **Exhibit D**

Discussion of Reserve Account.

### **Exhibit E**

2013 ORS 100.210, Turnover meeting; notice; transfer of control.

### **Exhibit F**

Discussion of homeowners' association turnover.

### **Exhibit G**

2013 ORS 100.635, Filing with commissioner; fee.

### **Exhibit H**

2013 ORS 100.640, Filing; required documents and information.

### **Exhibit I**

2013 ORS 100.905, Cease and desist order; injunction.

### **Exhibit J**

Condominium Resales - Buyer Advisory (see line 218).

### **Exhibit K**

Chase Condo Certification Questionnaire.





Exhibit A



# Chapter 100 Condominiums

## General Provisions

- § 100.005 Definitions
- § 100.010 Short title
- § 100.015 Rules
- § 100.020 Condominium provisions
- § 100.022 Application of zoning, subdivision, building code or real property law to condominium
- § 100.025 Rule against perpetuities

## Creation Of Unit Ownership

- § 100.100 Property submitted to unit ownership by declaration
  - § 100.102 Leasehold condominium submitted to unit ownership
  - § 100.103 Effect of submission of leasehold condominium to unit ownership
  - § 100.105 Contents of declaration
  - § 100.110 Approval of declaration, supplemental declaration or amendment required
  - § 100.115 Recording declaration and plat
  - § 100.116 Plat amendment
  - § 100.117 Correction amendment to declaration or bylaws
- more...

## Flexible Condominiums

- § 100.150 Declarants options until termination date
- § 100.155 Variable property

## Rights And Duties Of Declarant

- § 100.170 Easement held by declarant
- § 100.175 Reserve account for maintaining, repairing and replacing common elements

## Warranties On New Units

- § 100.185 Express warranties

## Declarant Control; Turnover

- § 100.200 Declarant control of association
- § 100.205 Transitional committee
- § 100.210 Turnover meeting

## Special Declarant Rights

- § 100.220 Liabilities and obligations arising from transfer of special declarant right
- § 100.225 Acquisition of special declarant rights by successor declarant

## Document Filing

- § 100.250 Documents required to be filed with Real Estate Agency
- § 100.255 Processing of documents filed with Real Estate Agency
- § 100.260 Condominium Information and Annual Reports
- § 100.265 Annual Report
- § 100.275 Application of ORS 100.250 to 100.280
- § 100.280 Termination of filing Condominium Information Report
- § 100.285 Resignation of designated agent
- § 100.290 Rules

## Conversion Condominiums

- § 100.300 Inapplicability of ORS 100.301 to 100.320 to transient lodgings
- § 100.301 Definitions for ORS 100.301 to 100.320
- § 100.305 Conversion condominium
- § 100.310 Rights of tenants in conversion
- § 100.315 Improvements in conversion condominium during notice period

§ 100.320 Authority of city or county to require developer to pay tenant moving expenses

## Association Of Unit Owners; Management Of Property; Encumbrances; Conveyances

§ 100.405 Association of unit owners

§ 100.407 Annual and special meetings of association

§ 100.408 Quorum for meeting of association

§ 100.409 Rules of order

§ 100.410 Adoption of bylaws

§ 100.412 Annual budget

§ 100.415 Contents of bylaws

§ 100.416 Criteria for board of directors membership

more...

## Attributes And Duties Of Ownership

§ 100.505 Status and ownership of units

§ 100.510 Units and common elements distinguished

§ 100.515 Interest of units in common elements

§ 100.520 Easement held by units and common elements

§ 100.525 Voting or consenting

§ 100.530 Allocation of common profits and expenses

§ 100.535 Maintenance and improvement of units

§ 100.540 Use and maintenance of common elements

more...

## Removal Of Property From Unit Ownership

§ 100.600 Termination of association or removal of real property by unit owners

§ 100.605 Removal of property from association

§ 100.610 Common ownership of property removed from unit ownership

§ 100.615 Action for partition

§ 100.620 Termination or removal no bar to resubmission

## Dividing Or Converting Units



§ 100.625 Procedure for dividing or converting units

## Electric Vehicle Charging Stations

§ 100.627 Electric vehicle charging stations

## Regulation Of Sales; Filing Requirements

§ 100.635 Filing with commissioner

§ 100.640 Filing

§ 100.645 Filing information to be kept current

§ 100.650 Service of process on nonresident developer

§ 100.655 Disclosure statement

§ 100.660 Nonresidential condominium or security filing

§ 100.665 Exemption to certain disclosure and notice requirements

§ 100.670 Fees

more...

## Inspection Of Condominium; Disclosure Statement

§ 100.700 Inspection of condominium

§ 100.705 Sale prohibited prior to issuance of disclosure statement

§ 100.710 Inspection deposit

## Requirements For Sale

§ 100.720 Conditions prerequisite to sale

§ 100.725 Documents prerequisite to execution of sale agreement and conveyance of unit

§ 100.730 Cancellation of sale of unit

§ 100.735 Waiver of right to cancel

§ 100.740 Notice to purchaser of cancellation rights

§ 100.745 Escrow documents required of successor to vendors interest

§ 100.750 Inspection of records

## Prohibited Acts

- § 100.770 Fraud and deceit prohibited
- § 100.775 False or misleading advertising prohibited
- § 100.780 Waiver of legal rights void
- § 100.785 Blanket encumbrance prohibited

## Enforcement

- § 100.900 Civil penalty
- § 100.905 Cease and desist order
- § 100.910 Use of fees

## Miscellaneous

- § 100.920 Changes or actions that require approval or consent of mortgagee

## Criminal Penalties

- § 100.990 Criminal penalties

### Source:

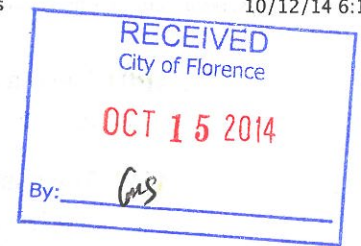
Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

### Currency Information

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Exhibit B



## 2013 ORS § 100.175<sup>1</sup>

### Reserve account for maintaining, repairing and replacing common elements

- reserve study
- maintenance plan

- (1) The declarant, on behalf of the association of unit owners, shall:
  - (a) Conduct an initial reserve study as described in subsection (3) of this section;
  - (b) Prepare an initial maintenance plan as described in subsection (4) of this section;  
and
  - (c) Establish a reserve account as provided in subsection (2) of this section.
- (2) (a) A reserve account shall be established to fund major maintenance, repair or replacement of those common elements all or part of which will normally require major maintenance, repair or replacement in more than one and less than 30 years, for exterior painting if the common elements include exterior painted surfaces, and for such other items as may be required by the declaration or bylaws. The reserve account need not include:
  - (A) Items that can reasonably be funded from the general budget or other funds or accounts of the association; or
  - (B) A reserve for limited common elements for which maintenance and replacement are the responsibility of one or more, but less than all, unit owners under the provisions of the declaration or bylaws.
- (b) The reserve account shall be established in the name of the association of unit owners. The association is responsible for administering the account and for making periodic payments into the account.
- (c) The reserve portion of the initial assessment determined by the declarant shall be based on:
  - (A) The reserve study described in subsection (3) of this section;
  - (B) In the case of a conversion condominium, the statement described in ORS 100.655 (Disclosure statement) (1)(g); or
  - (C) Other reliable information.



- (d) The reserve account must be funded by assessments against the individual units for the purposes for which the reserve account is established.
- (e) The assessment under this subsection accrues from the time of the conveyance of the first individual unit assessed as provided in ORS 100.530 (Allocation of common profits and expenses).
- (3) (a) The board of directors of the association annually shall conduct a reserve study or review and update an existing study to determine the reserve account requirements. Subject to subsection (10) of this section, after a review of the reserve study or the reserve study update, the board may, without any action by the unit owners:

  - (A) Adjust the amount of payments in accordance with the study or review; and
  - (B) Provide for other reserve items that the board of directors, in its discretion, may deem appropriate.

(b) The reserve study shall:

  - (A) Identify all items for which reserves are or will be established;
  - (B) Include the estimated remaining useful life of each item as of the date of the reserve study; and
  - (C) Include for each item, as applicable, an estimated cost of maintenance and repair and replacement at the end of the items useful life.
- (4) (a) The board of directors shall prepare a maintenance plan for the maintenance, repair and replacement of all property for which the association has maintenance, repair or replacement responsibility under the declaration or bylaws or this chapter. The maintenance plan shall:

  - (A) Describe the maintenance, repair and replacement to be conducted;
  - (B) Include a schedule for the maintenance, repair and replacement;
  - (C) Be appropriate for the size and complexity of the maintenance, repair and replacement responsibility of the association; and
  - (D) Address issues that include but are not limited to warranties and the useful life of the items for which the association has maintenance, repair or replacement responsibility.

(b) The board of directors shall review and update the maintenance plan described under this subsection as necessary.
- (5) (a) Except as provided in paragraph (b) of this subsection, the reserve study requirements under subsection (3) of this section and the maintenance plan requirements under subsection (4) of this section do not apply to a condominium consisting of one or two units, excluding units used for parking, storage or other uses ancillary to a unit:

- ORS 100.175 – Reserve account for maintaining, repairing and replacing common elements – 2013 Oregon Revised Statutes

Assessments paid into the reserve account are the property of the association of unit owners and are not refundable to sellers of units.

(10) (a) Except as provided under paragraph (b) of this subsection, unless the board of directors under subsection (3) of this section determines that the reserve account will be adequately funded for the following year, the board of directors or the owners may not vote to eliminate funding a reserve account required under this section or under the declaration or bylaws.

(b) Following the turnover meeting described in ORS 100.210 (Turnover meeting), on an annual basis, the board of directors, with the approval of all owners, may elect not to fund the reserve account for the following year. [Formerly 94.072; 1997 c.816 §7; 1999 c.677 §44; 2001 c.756 §34; 2003 c.569 §27; 2005 c.543 §2; 2007 c.409 §23; 2009 c.641 §23; 2011 c.532 §7]

• • •

§§ 100.005 (Definitions) to 100.910 (Use of fees)

(formerly 94.004 to 94.480)

See also annotations under ORS 91.505 to 91.675 in permanent edition.

## Notes of Decisions

Even if declarations filed for purpose of bringing development within condominium law were defective for failure to conform to statutory requirements, development was not vitiated but deficiencies would constitute mistake in transaction thus making instrument eligible for reformation in equity. *Dickey v. Barnes, Mossberg*, 268 Or 226, 519 P2d 1252 (1974)

Developers of planned unit developments which are not organized as condominiums cannot claim the tax advantages of the Unit Ownership Law. *Brooks Resources v. Dept. of Rev.*, 276 Or 1177, 558 P2d 312 (1976)

Purchasers of condominium units are automatically members of the unit owners association and subject to its declaration and bylaws; where those declarations and bylaws provide discretion to the Board of Directors to assess for fees necessary to create a unified plan for the development and operation of the condominium, and the purchaser has alleged no abuse of discretion, the judgment of the Board of Directors is upheld. *Assn. of Unit Owners of the Inn of the Seventh Mountain v. Gruenfeld*, 277 Or 259, 560 P2d 641 (1977)

Acquisition of property by condominium association is not limited to property subject to annexation requirements. *Giers Liquor v. Association of Unit Owners*, 124 Or App 365,

862 P2d 560 (1993)

## Law Review Citations

16 WLR 253 (1979)

Chapter 100

## Notes of Decisions

This chapter does not authorize regulation by the Real Estate Division of sales of right to use time share interests in condominiums. *Royal Aloha Partners v. Real Estate Division*, 59 Or App 564, 651 P2d 1350 (1982)

## Law Review Citations

18 WLR 95 (1982)

## Related Statutes<sup>3</sup>

- 100.020  
Condominium provisions
- 100.210  
Turnover meeting
- 100.412  
Annual budget
- 100.415  
Contents of bylaws
- 100.480  
Maintaining documents and records
- 100.530  
Allocation of common profits and expenses
- 100.640  
Filing
- 100.655



## Disclosure statement

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

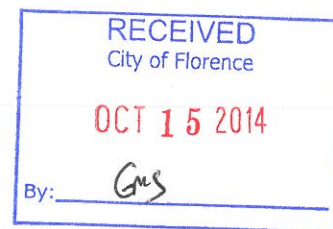
<sup>2</sup> Legislative Counsel Committee, *Annotations to the Oregon Revised Statutes, Cumulative Supplement - 2013, Chapter 100*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ano100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ano100.html) (2013) (last accessed Apr. 27, 2014).

<sup>3</sup> OregonLaws.org assembles these lists by analyzing references between Sections. Each listed item refers back to the current Section in its own text. The result reveals relationships in the code that may not have otherwise been apparent.

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Exhibit C

[Print](#)[Close](#)

## FW: Whispering Pines Condominiums

From: **Hanifin, Michael** (michael.b.hanifin@state.or.us)  
Sent: Tue 11/26/13 8:29 PM  
To: Pat Reno (preno47@hotmail.com) (preno47@hotmail.com)  
1 attachment  
Whispering Pines annual reports.pdf (356.3 KB)

I have looked again and I can't find a reserve study. Let me know if there's anything else I can help you with.

I'll keep the file on hand for another week in case you have other requests.

Respectfully,

**Michael Hanifin** | Land Development Assistant

Oregon Real Estate Agency

1177 Center St. NE, Salem, OR 97301

Phone: 503-378-4632 | Fax: 503-378-2491

[michael.b.hanifin@state.or.us](mailto:michael.b.hanifin@state.or.us) | [www.rea.state.or.us](http://www.rea.state.or.us)

---

**From:** Hanifin, Michael  
**Sent:** Tuesday, November 26, 2013 5:08 PM  
**To:** 'Pat Reno'  
**Subject:** RE: Whispering Pines Condominiums

Pat,

I have the file in hand but I'm not seeing the reserve study. I will take another look.

Attached are the last 5 years of annual reports (no charge).

Respectfully,

**Michael Hanifin** | Land Development

Oregon Real Estate Agency

1177 Center St. NE, Salem, OR 97301

Phone: 503-378-4632 | Fax: 503-378-2491

[michael.b.hanifin@state.or.us](mailto:michael.b.hanifin@state.or.us) | [www.rea.state.or.us](http://www.rea.state.or.us)

---

**From:** Pat Reno [<mailto:preno47@hotmail.com>]

**Sent:** Tuesday, November 12, 2013 3:10 PM

**To:** Hanifin, Michael

**Subject:** Whispering Pines Condominiums

Michael,

Thank you very much for your help earlier today.

As you suggested, this is a formal request for copies of documents filed for Whispering Pines Condominium, 1150 Hemlock St, Florence, OR 97439. Jerry Prater is the Agent and Chairperson of the Association, and the address of record is 87829 Highway 101N, Florence, OR 97439. The documents being requested are the annual reports for the past 5 years, as well as the reserve study that was required to be filed initially for the condominium complex. I understand that there is a charge of 25 cents per page, and that you will let me know how many pages are included in this request.

If you have any questions, please do not hesitate contacting me at 541-991-0557. Thank you very much for your assistance, Michael!

Pat Reno

1150 Hemlock St B7

Florence





OCT 15 2014

GWS

**EXHIBIT D**  
**DISCUSSION OF RESERVE STUDY AND ACCOUNT**

**Chapter 100.175, Reserve account for maintaining, repairing and replacing common elements.** (See Exhibit B)

This chapter requires that the declarant shall: "(a) Conduct an initial reserve study as described in subsection (3) of this section; (b) Prepare an initial maintenance plan as described in subsection (4) of this section; and (c) Establish a reserve account as provided in subsection (2) of this section."

It also states that "The board of directors of the association annually shall conduct a reserve study or review and update an existing study to determine the reserve account requirements."

According to the State of Oregon, a reserve study was never submitted for this project by Mr. Prater or anyone associated with Jerry Prater Construction or the Whispering Pines Homeowners Association (see Exhibit C). In addition, when Mr. Prater was asked by me about this requirement, he insisted such a study was not required, had not been done and was not going to be done.

Without such a study, purchasers of units within this development have no idea whether or not sufficient funds have been and are being collected to complete future repairs such as a new roof, new driveway, painting, replacement of items, etc.

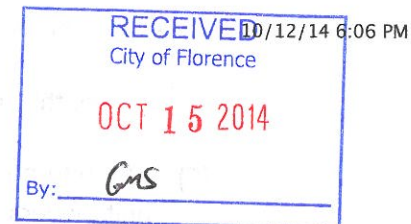
Requiring Mr. Prater to complete such a study is doing nothing more than requiring him to obey the law - which he should have done when he began this project in 2005, nine years ago.

According to this chapter, a reserve account must also be set up and sufficient funds deposited into that account each month by Mr. Prater to meet the funding requirements that the reserve study shows. According to Mr. Prater and Chris Vaughn, CPA in Reedsport, a reserve account has never been set up and no funds have been deposited into such an account. Instead, all funds received by the Whispering Pines Homeowners Association is deposited into a checking account from which all bills are paid. There is no separate reserve account.

The fact that no reserve study was done, no separate account set up and no funds deposited into such account is in violation of the Oregon Condominium Act. In addition, as shown by Exhibits J and K, it makes it virtually impossible to sell a unit that requires financing.



Exhibit E



## 2013 ORS § 100.210<sup>1</sup> Turnover meeting

- notice
- transfer of control

- (1) A turnover meeting shall be called by the declarant within 90 days of the expiration of any period of declarant control reserved in the declaration or bylaws under ORS 100.200 (Declarant control of association). If no control has been reserved, the declarant shall call the turnover meeting within 90 days of the earlier of:
  - (a) In a single stage condominium, three years from the date of conveyance of the first unit to a person other than a successor declarant or conveyance of 50 percent of the units.
  - (b) In a staged or flexible condominium, seven years from the date of conveyance of the first unit to a person other than the declarant or conveyance to persons other than a successor declarant of 50 percent of the total number of units which the declarant may submit to the provisions of this chapter under ORS 100.125 (Annexation of additional property) or 100.150 (Declarants options until termination date).
- (2) The declarant shall give notice of the turnover meeting in accordance with the bylaws of the condominium to each unit owner at least 10 but not more than 50 days prior to the meeting. The notice shall state the purpose of the meeting and the time and place where it is to be held.
- (3) If the meeting required under subsection (1) of this section is not called by the declarant within the time specified, the meeting may be called and notice given by a unit owner or any first mortgagee of a unit.
- (4) At the turnover meeting:
  - (a) The declarant shall relinquish control of the administration of the association of unit owners and the unit owners shall assume the control;
  - (b) If a quorum of the unit owners is present, the unit owners shall elect not fewer than the number of directors sufficient to constitute a quorum of the board of directors in accordance with the declaration or bylaws of the condominium; **and**
  - (c) The declarant shall deliver to the association the items specified in subsection (5)



of this section.

- (5)** At the turnover meeting the declarant shall deliver to the association all property of the unit owners and the association of unit owners held or controlled by the declarant including, but not limited to, the following items, if applicable:
- (a)** The original or a photocopy of the recorded declaration and bylaws of the condominium and any supplements and amendments thereto.
  - (b)** A copy of the articles of incorporation.
  - (c)** The minute books, including all minutes, and other books and records of the association.
  - (d)** The reserve study, the maintenance plan and all updates described in ORS 100.175 (Reserve account for maintaining, repairing and replacing common elements) and other sources of information that serve as a basis for calculating reserves in accordance with ORS 100.175 (Reserve account for maintaining, repairing and replacing common elements).
  - (e)** Any rules and regulations which have been promulgated.
  - (f)** Resignations of officers and members of the board of directors who are required to resign because of the expiration of any period of declarant control reserved under ORS 100.200 (Declarant control of association).
  - (g)** A financial statement. The financial statement:
    - (A)** Must consist of a balance sheet and an income and expense statement for the preceding 12-month period or the period following the recording of the declaration, whichever period is shorter.
    - (B)** Must be reviewed, in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants, by an independent certified public accountant licensed in the State of Oregon if the annual assessments of an association of unit owners exceed \$75,000.
  - (h)** Association funds or control thereof, including, but not limited to, funds for reserve required under ORS 100.530 (Allocation of common profits and expenses) (3)(b) and any bank signature cards.
  - (i)** All tangible personal property that is property of the association and an inventory of such property.
  - (j)** A copy of the following, if available:
    - (A)** The as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.
    - (B)** The original specifications indicating thereon all material changes.

- (C) The plans for underground site service, site grading, drainage and landscaping together with cable television drawings.
  - (D) Any other plans and information relevant to future repair or maintenance of the property.
  - (k) Insurance policies.
  - (L) Copies of any occupancy permits which have been issued for the condominium.
  - (m) Any other permits issued by governmental bodies applicable to the condominium in force or issued within one year prior to the date the unit owners assume control of the administration of the association of unit owners.
  - (n) A list of the general contractor and the subcontractors responsible for construction or installation of the major plumbing, electrical, mechanical and structural components of the common elements.
  - (o) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the records of the declarant.
  - (p) Leases of the common elements and any other leases to which the association is a party.
  - (q) Employment or service contracts in which the association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person performing the service.
  - (r) Any other contracts to which the association of unit owners is a party.
- (6) In order to facilitate an orderly transition, during the three-month period following the turnover meeting, the declarant or an informed representative shall be available to meet with the board of directors on at least three mutually acceptable dates to review the documents delivered under subsection (5) of this section.
- (7) If the declarant has complied with this section, unless the declarant otherwise has sufficient voting rights as a unit owner to control the association, the declarant is not responsible for the failure of the unit owners to elect the number of directors sufficient to constitute a quorum of the board of directors and assume control of the association in accordance with subsection (4) of this section. The declarant shall be relieved of any further responsibility for the administration of the association except as a unit owner of any unsold unit.
- (8) If the unit owners present do not constitute a quorum or the unit owners fail to elect the number of directors sufficient to constitute a quorum of the board of directors at the turnover meeting held in accordance with subsection (1) of this section:
- (a) At any time before the election of the number of directors sufficient to constitute a

quorum, a unit owner or first mortgagee of a unit may call a special meeting for the purpose of election of directors and shall give notice of the meeting in accordance with the notice requirements in the bylaws for special meetings. The unit owners and first mortgagees present at the special meeting shall select a person to preside over the meeting.

- (b) A unit owner or first mortgagee of a unit may request a court to appoint a receiver as provided in ORS 100.418 (Receivership for failure of association to fill vacancies on board of directors). [Formerly 94.091; 1999 c.677 §46; 2001 c.756 §36; 2003 c.803 §21; 2007 c.409 §24]

• • •

§§ 100.005 (Definitions) to 100.910 (Use of fees)

(formerly 94.004 to 94.480)

See also annotations under ORS 91.505 to 91.675 in permanent edition.

## Notes of Decisions

Even if declarations filed for purpose of bringing development within condominium law were defective for failure to conform to statutory requirements, development was not vitiated but deficiencies would constitute mistake in transaction thus making instrument eligible for reformation in equity. *Dickey v. Barnes, Mossberg*, 268 Or 226, 519 P2d 1252 (1974)

Developers of planned unit developments which are not organized as condominiums cannot claim the tax advantages of the Unit Ownership Law. *Brooks Resources v. Dept. of Rev.*, 276 Or 1177, 558 P2d 312 (1976)

Purchasers of condominium units are automatically members of the unit owners association and subject to its declaration and bylaws; where those declarations and bylaws provide discretion to the Board of Directors to assess for fees necessary to create a unified plan for the development and operation of the condominium, and the purchaser has alleged no abuse of discretion, the judgment of the Board of Directors is upheld. *Assn. of Unit Owners of the Inn of the Seventh Mountain v. Gruenfeld*, 277 Or 259, 560 P2d 641 (1977)

Acquisition of property by condominium association is not limited to property subject to annexation requirements. *Giers Liquor v. Association of Unit Owners*, 124 Or App 365, 862 P2d 560 (1993)

## Law Review Citations

16 WLR 253 (1979)

Chapter 100

## Notes of Decisions

This chapter does not authorize regulation by the Real Estate Division of sales of right to use time share interests in condominiums. *Royal Aloha Partners v. Real Estate Division*, 59 Or App 564, 651 P2d 1350 (1982)

## Law Review Citations

18 WLR 95 (1982)

## Related Statutes<sup>2</sup>

- 100.005  
Definitions
- 100.020  
Condominium provisions
- 100.175  
Reserve account for maintaining, repairing and replacing common elements
- 100.205  
Transitional committee
- 100.415  
Contents of bylaws
- 100.418  
Receivership for failure of association to fill vacancies on board of directors
- 100.425  
Use of written ballot for approving or rejecting matters subject to meeting of unit owners
- 100.480  
Maintaining documents and records



- 100.530

## Allocation of common profits and expenses

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

<sup>2</sup> Legislative Counsel Committee, *Annotations to the Oregon Revised Statutes, Cumulative Supplement - 2013, Chapter 100*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ano100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ano100.html) (2013) (last accessed Apr. 27, 2014).

<sup>3</sup> OregonLaws.org assembles these lists by analyzing references between Sections. Each listed item refers back to the current Section in its own text. The result reveals relationships in the code that may not have otherwise been apparent.

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OCT 15 2014

By: GS

**EXHIBIT F**  
**DISCUSSION OF HOMEOWNERS' ASSOCIATION TURNOVER**

**Chapter 100.200, Declarant Control of Association.** (See Exhibit E)

This chapter requires that the Declarant (developer) turn over the homeowners association to the owners when certain circumstances occur. While the provisions for turnover were met in 2012, Mr Prater has not turned the homeowners association over to the owners.

Mr. Prater did call an owner's meeting in 2013, during which he informed us of the following:

- Buildings E and F had not been turned over to the homeowners association but were the private property of Jerry Prater Construction/Jerry Prater.
- Mr. Prater was not going to turn Buildings E and F over to the homeowners association at this time.
- All the units in Buildings E and F were being used as rentals and none had been sold.
- Mr. Prater was not paying dues to the homeowners' association for these units.
- The homeowners association only consisted of Buildings A, B, C and D.
- Mr. Prater/Jerry Prater Construction wanted to turn over the homeowners association to the owners, which only included Buildings A, B, C and D.
- Mr. Prater would retain complete control over Buildings E and F.
- Mr. Prater would continue to have his tenants drive through Phase 1 of the development without compensation to the homeowners association for wear and tear.

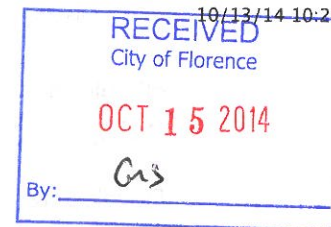
The owners in attendance told Mr. Prater at that time that we would take over all of the homeowners association or none of it.

The owners also told Mr. Prater at that time that a reserve study, account and funding had to be completed before we would take over the homeowners association. (See Exhibit D)

Mr. Prater refused to turn it all over to us and has remained in complete charge of the homeowners association.



Exhibit G



## 2013 ORS § 100.635<sup>1</sup>

### Filing with commissioner

#### • fee

Except as provided by ORS 100.660 (Nonresidential condominium or security filing) and 100.665 (Exemption to certain disclosure and notice requirements), prior to negotiating within this state for the sale of a condominium unit located in another state, or prior to the sale of any condominium unit located within this state, the developer shall file the following information with the Real Estate Commissioner:

- (1) General information on the condominium, including:
  - (a) The name and address of the condominium and the county in which the condominium is located; and
  - (b) The name, address and telephone number of the developer.
- (2) Two copies of the disclosure statement for the condominium prepared in accordance with ORS 100.655 (Disclosure statement).
- (3) The documents for and other information on the condominium as required by ORS 100.640 (Filing).
- (4) The filing shall be accompanied by a fee as provided in ORS 100.670 (Fees). [Formerly 94.331]

• • •

§§ 100.005 (Definitions) to 100.910 (Use of fees)

(formerly 94.004 to 94.480)

See also annotations under ORS 91.505 to 91.675 in permanent edition.

### Notes of Decisions

Even if declarations filed for purpose of bringing development within condominium law were defective for failure to conform to statutory requirements, development was not vitiated but deficiencies would constitute mistake in transaction thus making instrument



eligible for reformation in equity. *Dickey v. Barnes, Mossberg*, 268 Or 226, 519 P2d 1252 (1974)

Developers of planned unit developments which are not organized as condominiums cannot claim the tax advantages of the Unit Ownership Law. *Brooks Resources v. Dept. of Rev.*, 276 Or 1177, 558 P2d 312 (1976)

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Acquisition of property by condominium association is not limited to property subject to annexation requirements. *Giers Liquor v. Association of Unit Owners*, 124 Or App 365, 862 P2d 560 (1993)

## Law Review Citations

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## Law Review Citations

18 WLR 95 (1982)

## Related Statutes<sup>a</sup>

- 100.015  
Rules
- 100.020

## Condominium provisions

- 100.105  
Contents of declaration
- 100.220  
Liabilities and obligations arising from transfer of special declarant right
- 100.640  
Filing
- 100.645  
Filing information to be kept current
- 100.650  
Service of process on nonresident developer
- 100.655  
Disclosure statement
- 100.665  
Exemption to certain disclosure and notice requirements
- 100.900  
Civil penalty
- 100.905  
Cease and desist order
- 100.990  
Criminal penalties

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

<sup>2</sup> Legislative Counsel Committee, *Annotations to the Oregon Revised Statutes, Cumulative Supplement - 2013, Chapter 100*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ano100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ano100.html) (2013) (last accessed Apr. 27, 2014).

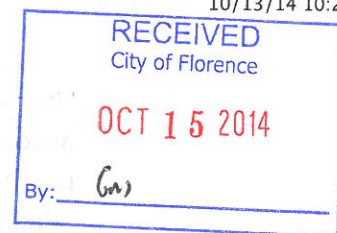
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Exhibit H



## 2013 ORS § 100.640<sup>1</sup>

### Filing

#### • required documents and information

The following documents and information shall be submitted to the Real Estate Commissioner as part of the filing required under ORS 100.635 (Filing with commissioner):

- (1) A copy of the proposed or recorded declaration or supplemental declaration of condominium ownership drawn in conformance with ORS 100.105 (Contents of declaration) or 100.120 (Supplemental declaration and plat required to annex additional property or reclassify variable property), or the law applicable in the state where the condominium was created;
- (2) A copy of the proposed or recorded bylaws drawn in conformance with ORS 100.415 (Contents of bylaws) or the law applicable in the state where the condominium was created;
- (3) A copy of the full size plat prepared in conformance with ORS 100.115 (Recording declaration and plat) (1) or the law applicable in the state where the condominium was created, or a copy of the site plan;
- (4) A statement from the county assessor or county surveyor that the name for the condominium is acceptable under ORS 100.105 (Contents of declaration) (6);
- (5) A copy of a preliminary title report, title insurance policy or condominium guarantee that has been issued within the preceding 30 days, including a map showing the location of property described in the report, policy or guarantee or other evidence of title satisfactory to the commissioner;
- (6) A copy of all restrictive covenants, reservations or other documents that may create an encumbrance on or limit the use of the property other than those restrictions contained in the declaration or bylaws;
- (7) A copy of the reserve study required by ORS 100.175 (Reserve account for maintaining, repairing and replacing common elements) and other sources of information that serve as a basis for calculating reserves in accordance with ORS 100.175 (Reserve account for maintaining, repairing and replacing common elements), unless the information is contained in the disclosure statement;
- (8) The following sample forms:



- (a) Unit sales agreement, including the notice to purchaser of cancellation rights in accordance with ORS 100.730 (Cancellation of sale of unit) and 100.740 (Notice to purchaser of cancellation rights), the statement required by ORS 93.040 (Mandatory statements for sales agreements, earnest money receipts or other instruments for conveyance of fee title to real property) (2) and any warranty required under ORS 100.185 (Express warranties); **and**
  - (b) A receipt for documents required under ORS 100.725 (Documents prerequisite to execution of sale agreement and conveyance of unit);
- (9) If required by ORS 100.680 (Escrow):
  - (a) A copy of the escrow agreement drawn in conformance with ORS 100.680 (Escrow) and executed by both the declarant and the escrow agent. If individual escrow agreements or instructions are to be executed by the purchaser, other than the standard escrow instruction required by the escrow agent, submit sample form and a letter from the escrow agent, agreeing to the establishment of the escrows and the procedure set forth in the sample form; **and**
  - (b) A unit sales agreement drawn in conformance with ORS 100.680 (Escrow);
- (10) If any of the sales will be by means of an installment contract of sale:
  - (a) A copy of the escrow agreement or escrow instructions executed by the developer and the escrow agent providing for the establishment of collection escrows and the deposit of documents in accordance with ORS 100.720 (Conditions prerequisite to sale); **and**
  - (b) The proposed installment contract of sale form, if available;
- (11) Any other documents by which the purchasers will be bound;
- (12) Any report or disclosure statement issued for the condominium, by the federal government and any other state; **and**
- (13) A statement of any additional facts or information which the developer desires to submit to the commissioner. [Formerly 94.353; 1997 c.816 §13; 2001 c.756 §53; 2007 c.409 §35; 2007 c.410 §20; 2009 c.641 §48]

...

§§ 100.005 (Definitions) to 100.910 (Use of fees)

(formerly 94.004 to 94.480)

See also annotations under ORS 91.505 to 91.675 in permanent edition.

## Notes of Decisions

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## Law Review Citations

18 WLR 95 (1982)

## Related Statutes<sup>3</sup>

- 100.020  
Condominium provisions
- 100.110  
Approval of declaration, supplemental declaration or amendment required
- 100.635  
Filing with commissioner

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

<sup>2</sup> Legislative Counsel Committee, *Annotations to the Oregon Revised Statutes, Cumulative Supplement - 2013, Chapter 100*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ano100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ano100.html) (2013) (last accessed Apr. 27, 2014).

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Exhibit I



## 2013 ORS § 100.905<sup>1</sup> Cease and desist order

### • injunction

- (1) Whenever the Real Estate Commissioner finds that any developer or other person is violating any of the provisions of ORS 100.015 (Rules), 100.635 (Filing with commissioner) to 100.730 (Cancellation of sale of unit) and 100.740 (Notice to purchaser of cancellation rights) to 100.780 (Waiver of legal rights void) or the rules adopted thereunder or of the alternative requirements of the commissioner prescribed pursuant to ORS 100.720 (Conditions prerequisite to sale) (3), the commissioner may order the persons to desist and refrain from violating such provisions or requirements, or from the further sale of condominium units.
- (2) Whenever the commissioner finds that any developer or other person is violating, or has violated or is about to violate, any of the provisions of ORS 100.015 (Rules), 100.635 (Filing with commissioner) to 100.730 (Cancellation of sale of unit) and 100.740 (Notice to purchaser of cancellation rights) to 100.780 (Waiver of legal rights void) or the rules adopted thereunder or the alternative requirements of the commissioner prescribed pursuant to ORS 100.720 (Conditions prerequisite to sale) (3), the commissioner may bring proceedings in the circuit court within the county in which the violation or threatened violation has occurred or is about to occur, or in the county where such person, firm or corporation resides or carries on business, in the name of and on behalf of the people of the State of Oregon against such person, firm or corporation, and any other person or persons concerned in or in any way participating or about to participate in such violation, to enjoin such person, firm or corporation or any other person from continuing such violation or engaging therein or doing any act or acts in furtherance thereof, and to apply for the appointment of a receiver or conservator of the assets of the defendant where such appointment is appropriate. [Formerly 94.475]

• • •

§§ 100.005 (Definitions) to 100.910 (Use of fees)

(formerly 94.004 to 94.480)

See also annotations under ORS 91.505 to 91.675 in permanent edition.

## Notes of Decisions

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## Law Review Citations

18 WLR 95 (1982)

## Related Statutes<sup>3</sup>



- 100.020  
Condominium provisions

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 100—Condominiums*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ors100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ors100.html) (2013) (last accessed Apr. 27, 2014).

<sup>2</sup> Legislative Counsel Committee, *Annotations to the Oregon Revised Statutes, Cumulative Supplement - 2013, Chapter 100*, [https://www.oregonlegislature.gov/bills\\_laws/lawsstatutes/2013ano100.html](https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2013ano100.html) (2013) (last accessed Apr. 27, 2014).

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Exhibit J

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## CONDOMINIUM RESALES – BUYER ADVISORY

1 *The following Advisory is intended to briefly address some of the practical and legal issues that can arise in the purchase of a*  
2 *condominium previously occupied. What follows is a summary of a few of the more important issues – however, it is by no*  
3 *means exhaustive. Your real estate broker is not an expert in condominium development law, construction law, engineering, or*  
4 *other matters related to the physical structure or systems. You should secure your own independent expert(s) when purchasing*  
5 *a condominium, especially a qualified home inspector. Caveat: This Advisory does not constitute legal advice, and should not*  
6 *be relied upon in lieu of securing legal counsel from an attorney familiar with condominiums.*

7 **1. FORMS.** Oregon law requires that sellers of pre-owned condominiums, as well as sellers of one-to-four family dwellings, must provide  
8 their buyers with a completed Seller's Property Disclosure form. However, the form addresses only limited issues regarding  
9 condominiums, and there is much more that buyers should know before making a final purchasing decision. It is recommended that  
10 buyers use the Residential Condominium Real Estate Sale Agreement (Form No. OREF-011) when making an offer to purchase a  
11 condominium, since that form requests that sellers provide their buyers with certain documents and information that goes well beyond  
12 those items addressed in the Seller's Property Disclosure form.

13 **2. HOMEOWNERS' ASSOCIATION ("HOA") DUES AND ASSESSMENTS.** One significant financial issue for condominium purchasers  
14 is to investigate the past, present, and anticipated future HOA dues. When are dues assessed – e.g. monthly, annually, etc.? How  
15 much are they and how long have they been at their current level? Try to obtain copies of a two or three year assessment history.  
16 Have the dues increased significantly over the years? If so, why? Are there any large or special assessments planned (or being  
17 discussed) by the Board of Directors? How do the HOA dues compare to those at other comparable condominium developments?  
18 What do they cover, e.g. sewer, water, reserves, insurance, etc.? Do the dues include an allocation for a reserve fund for capital  
19 improvements and major repairs? How long have contributions been made to this fund? What are the reserves being set aside for and  
20 will they be sufficient to replace or repair major capital items such as the roof, parking area or heating and cooling systems - or will there  
21 be a large special assessment because the reserves are inadequate? Buyers should consider obtaining a copy of all recent budgets  
22 and other financial information regarding the HOA – preferably going back at least for the last 12 months. Oregon law (ORS 100)  
23 requires that the condominium Board of Directors conduct a reserve study annually. Buyers may wish to verify that this is being  
24 done and review the studies. How realistic have they been? Copies of the HOA's minutes for the last 12 months or more should be  
25 secured. Speaking with the treasurer of the HOA may be helpful. Is there any litigation existing or planned by the HOA for claims  
26 against the developer or others for construction defects or for any other reasons? Is there a possibility of litigation by (or against) the  
27 HOA? If so, the buyer should consult with an attorney to secure further information.

28 **3. DECLARATION AND BYLAWS.** The declaration is the document that sets out the rules and regulations for the condominium unit  
29 owners. They are generally considered to be legally binding and enforceable. Violations can result in fines. The HOA has the power to  
30 file a lien on the owner's condominium unit for nonpayment of the HOA dues and/or fines. There can be personal liability for  
31 nonpayment, as well. The bylaws govern the operation and business affairs of the HOA, such as the rules for election of officers and  
32 directors, voting, and general governance of the HOA. Not all condominium documents are the same. Many place limitations on pets,  
33 vehicle parking, rental of units, in-home businesses, and other important issues. (Note: Some lenders place limitations on the  
34 percentage of units that may be rented, and if too many, financing may be difficult or impossible to obtain.) Buyers should also review  
35 any informal guidelines or rules that may have been established by the HOA which are not found in the recorded declaration or bylaws.  
36 Are the declaration and bylaws clear and understandable? Are there any other restrictions contained in them that could interfere with  
37 the buyer's intended use and enjoyment of their unit?

38 **4. ADMINISTRATION OF THE HOA.** How does the HOA enforce violations of the declaration or bylaws? Have they had to resort to  
39 lawsuits to do so? Do the officers of the HOA get along with the rest of the unit owners or is there an adversarial relationship? Some  
40 HOAs may be run by a small group of unit owners who become overly zealous in how they approach their responsibilities. Is there  
41 professional third-party management? If so, what is the cost and are they doing a good job? Are violations enforced uniformly in a  
42 timely and fair manner? Current unit owners should be asked whether they are satisfied with management, and if not, why not.

43 **5. THE PHYSICAL STRUCTURE.** The quality of construction of condominiums can vary greatly. Occasionally, pre-existing apartments  
44 or other structures are converted into condominiums. Sometimes these conversions, such as lofts, were originally designed and built for  
45 other purposes, such as storage facilities. Although there can be very good conversions, some may pose a greater risk that portions of  
46 the structure, such as the mechanical systems, roof, or exterior, are not as modern or effective as those used in new projects.  
47 This can be especially true of electrical, plumbing and HVAC systems. Soundproofing is especially important. This applies not just  
48 to condo conversions, but to developments that were originally built as condominiums, since the proximity of neighbors is much

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49 closer in this type of community living than in detached single family residences. Checking with other unit owners is essential  
 50 before entering into a binding purchase contract. Is there any obvious deferred maintenance either in the unit itself, or in any of the  
 51 common areas, such as the roof or parking area? Maintenance of the common areas, including the limited common areas (such as  
 52 exterior decks or patios) is usually an HOA responsibility, so deferred maintenance could reflect some financial inability of the HOA  
 53 or neglect by management. Is the siding a manmade product, and if so, how is it holding up? Will any of the siding have to be  
 54 replaced? What is the age of the roof? Where necessary, is the exterior uniformly sealed, painted and repaired? A professional  
 55 home inspector should be used to evaluate the interior of the condominium unit, no matter how new it is. If possible, the inspector  
 56 should be asked about any areas of concern in the limited and general common areas, as well, although special permission may be  
 57 necessary from the HOA to do any intrusive or exploratory examinations or testing. Buyers should ask the seller about common  
 58 area problems, such as water, drainage or flooding issues, even though they do not negatively impact the unit itself. (Note: The  
 59 Seller's Property Disclosure form asks questions about the residence in general, but does not distinguish between a condominium  
 60 unit and the common areas. As a result, some sellers may fail to disclose known defects in the common areas, believing that the  
 61 disclosure form only deals with the unit itself.) Have there been any repair problems with the common elements, especially  
 62 involving water leakage in and around the roof, decks, patios, windows or siding? The declaration should be reviewed closely on  
 63 this issue – since the responsibility for repairing or replacing the windows and sliding doors, can be imposed upon the unit owner  
 64 rather than the HOA. Lastly, some condominium developments included more than one building. Some were built in phases, where  
 65 some buildings are older than others. Prospective purchasers should look at the development as a whole, since problems can exist  
 66 in some buildings or phases, and not in others. It is for this reason that it can be valuable to speak with unit owners in diverse  
 67 portions of the development to get a better understanding of any structural or maintenance problems, even if they do not affect the  
 68 particular unit or common area of interest to the prospective purchaser.

69 **6. INSURANCE.** The nature and amount of insurance coverage is frequently overlooked by buyers - until it is too late. How much  
 70 liability insurance does the HOA maintain in case someone is injured in a common area? Is the amount and type of coverage  
 71 comparable to similar developments, and is it adequate? If the development has a pool or other recreational facilities, will there be  
 72 enough coverage in the event of a personal injury claim? Similarly, is the hazard insurance coverage adequate? If one of the structures  
 73 burned to the ground, would there be enough coverage to replace it? Prospective buyers should be sure to carry their own personal  
 74 liability coverage as well as personal property coverage for the contents of their unit. Most carriers have policies specifically designed  
 75 for condominium unit owners. Do those running the HOA have Directors and Officers (D&O) insurance, in case they are sued  
 76 individually for a decision made in their official capacity? This is important for those prospective buyers who may wish to serve in a  
 77 leadership role.

78 **7. DEVELOPMENT/DEVELOPER.** Some condominium projects are developed in phases. Buyers should clarify with the developer if  
 79 the project is a phased development and, if so, whether all phases have been completed. If not completed, where and when is further  
 80 construction planned? Also, if the condominium development is relatively new, the developer may still control the HOA due to weighted  
 81 voting. If so, prospective buyers should ask how the developer is currently running the HOA. Remember, the developer's interests may  
 82 not be the same as the unit owners'. Has the developer sought to amend the declaration to secure more favorable provisions? If the  
 83 developer submitted an initial reserve study, as required by Oregon law, how realistic is it? Have any subsequent reserve studies  
 84 resulted in a substantial increase in assessments? Unless there is an absolute prohibition against renting the units, the developer may  
 85 rent unsold units to defray any overhead costs incurred during the marketing process. As noted above, the number of rental units may  
 86 affect the buyer's ability to obtain financing. Is the developer paying for the assessments for all of the unsold units? If the developer has  
 87 turned the HOA over to the unit owners within the last couple of years, a prospective buyer may wish to review the financial information  
 88 that was delivered at the time of initial turnover. At that time did the developer deliver to the HOA all plans, budgets, insurance policies,  
 89 and financial documents required by law?

90 **8. CONCLUSION.** Buyers have a significant responsibility to perform their due diligence in the purchase of a condominium – much of  
 91 which is quite different than the purchase of a detached single family home. Not only must the condominium and its limited and general  
 92 common elements be evaluated, but the books, records and operation of the HOA must be reviewed as well.

#### 93 ACKNOWLEDGEMENT

94 *The undersigned Buyer(s) acknowledge that they (a) have read and understand this Advisory; (b) have been provided with a*  
 95 *copy for their own files, and (c) are aware that the use of one or more experts is recommended before entering into a binding*  
 96 *transaction for the purchase of a condominium.*

97 Buy~~ \_\_\_\_\_ Date \_\_\_\_\_ ← Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

98 Selling Licensee \_\_\_\_\_ Selling Firm: \_\_\_\_\_

99  
100

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Sale Agreement # **cv7162014****FINAL AGENCY ACKNOWLEDGMENT**

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent  
 2 to the following agency relationships in this transaction: (1) \_\_\_\_\_ (Name of Selling Licensee)  
 3 of Berkshire-Hathaway NW Real Estate (Name of Real Estate Firm) is the agent of (check one):  
 4 ☐ Buyer exclusively ("Buyer Agency"). ☐ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").  
 5 (2) Dale A. Saari (Name of Listing Licensee)  
 6 of Windermere/Florence Real Estate (Name of Real Estate Firm) is the agent of  
 7 (check one): ☐ Seller exclusively ("Seller Agency"). ☐ Both Buyer and Seller ("Disclosed Limited Agency").  
 8 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same  
 9 principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both  
 10 Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and  
 11 Licensee(s).  
 12 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at  
 13 the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this  
 14 Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

15 Buyer \_\_\_\_\_ Print : \_\_\_\_\_ Date \_\_\_\_\_ ←  
 16 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←  
 17 Seller \_\_\_\_\_ Print David E. Reno Date \_\_\_\_\_ ←  
 18 Seller \_\_\_\_\_ Print Patricia P. Reno Date \_\_\_\_\_ ←

**RESIDENTIAL CONDOMINIUM REAL ESTATE SALE AGREEMENT**

19 **This Agreement is NOT to be used for the sale and purchase of a townhouse or a new condominium never before**  
 20 **occupied. Additionally, this Agreement is intended to be a legal and binding contract. If it is not understood, seek**  
 21 **competent legal advice before signing. Time is of the essence of this Agreement.**

22 **1. DEFINITIONS:** All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the  
 23 State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency  
 24 Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1)  
 25 Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's  
 26 signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer. (2) Written  
 27 notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same  
 28 effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as  
 29 enumerated in ORS 187.010 and 187.020; (4) Unit owner's association is referred to as the "HOA"; (5) "Governance Documents" refers to the  
 30 Declaration, HOA articles of incorporation and bylaws.

31 **2.1 PRICE/PROPERTY DESCRIPTION:** Buyer (print name(s)) \_\_\_\_\_  
 32 offers to purchase from Seller (print name(s)) David E. Reno, Patricia P. Reno  
 33 the following condominium unit together with Seller's proportionate interest in all general and limited common elements (hereinafter "the Property")  
 34 situated in the State of Oregon, County of Lane, and commonly known or identified as (insert street address, unit number,  
 35 building, city, zip code, tax identification number, lot/block description, etc.) \_\_\_\_\_  
 36 \_\_\_\_\_

37 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with  
 38 Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

39 Property includes an undivided fractional interest in the common areas and facilities and such other rights to use the common areas and facilities  
 40 as defined in the Declaration of the condominium; sale may or may not include parking/garage space and/or storage space. See Section 14.

41 for the Purchase Price (in U.S. currency) of \_\_\_\_\_ A \$ \_\_\_\_\_  
 42 on the following terms: Earnest money herein receipted for \_\_\_\_\_ B \$ \_\_\_\_\_  
 43 on \_\_\_\_\_, as additional earnest money, the sum of \_\_\_\_\_ C \$ \_\_\_\_\_  
 44 at or before Closing, the balance of down payment \_\_\_\_\_ D \$ \_\_\_\_\_  
 45 at Closing and upon delivery of ☐ **DEED** ☐ **CONTRACT** the balance of the Purchase Price \_\_\_\_\_ E \$ \_\_\_\_\_:

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**2.2 BALANCE OF PURCHASE PRICE.** (Select A or B)

**A.** ☐ **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one): ☐ Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Listing Licensee. ☐ Buyer will provide Seller or Listing Licensee with the Verification within \_\_\_\_\_ business days (five [5] if not filled in) following mutual acceptance of this Agreement; or ☐ Other (Describe): \_\_\_\_\_.

Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's unconditional disapproval of the Verification within \_\_\_\_\_ business days (five [5] if not filled in) ("Disapproval Period") following its receipt by Seller or Listing Licensee, in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. **If Seller fails to provide Buyer or Selling Licensee with written unconditional disapproval of the Verification by Midnight of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.**

**B.** ☐ **Balance of Purchase Price to be financed as follows** (Select only one): ☐ Conventional; ☐ FHA; ☐ Federal VA; ☐ Other (Describe): \_\_\_\_\_ (hereinafter "Loan Program"). **Buyer agrees to seek financing through a lending institution ("Lender") participating in the Loan Program identified above.**

**Pre-Approval Letter.** ☐ Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; ☐ Buyer does not have a Pre-Approval Letter at the time of making this offer; ☐ Buyer agrees to secure a Pre-Approval Letter as follows: \_\_\_\_\_.

**3.1 FINANCING CONTINGENCIES.** If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe): \_\_\_\_\_.

All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

**3.2 FAILURE OF FINANCING CONTINGENCIES.** If Buyer receives actual notification that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have \_\_\_\_\_ business days (two [2] if not filled in) following the day of Seller's receipt of such notification to either (a) Terminate this transaction by signing a Termination Agreement (OREF-057) or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified herein, this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

**3.3 BUYER REPRESENTATION REGARDING FINANCING:** As of the date of signing this Agreement, Buyer makes the following representations to Seller:

(1) Buyer shall apply for a loan not later than \_\_\_\_\_ business days (three [3] if not filled in) following the date Buyer and Seller have signed this Agreement, and will thereafter complete all reasonably necessary papers in a timely manner and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan;

(2) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Contingency Period in Section 16.2 of this Agreement, or if the Professional Inspection Addendum (OREF-058) is used, expiration of the Inspection Period.

(3) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to Close the transaction described herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or Closing of other property, 401K disbursements, etc.), except as follows (describe): \_\_\_\_\_.

(4) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Listing and Selling Licensees regarding Buyer's loan application status.

(5) Buyer shall promptly notify Seller or Seller's Licensee if, after signing this Agreement, Buyer substitutes another lender for any reason. Notwithstanding the preceding, Buyer shall not be permitted to select a Loan Program different than the one selected in Section 2.2 (B) above, without Seller's advance written consent.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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(6) Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer's financing and the timing of Closing.

**3.4 INSURANCE:** If the Property is located in a designated flood zone, Buyer acknowledges that flood insurance may be required as a condition of the new loan. Buyer is encouraged to promptly verify the availability and cost of property/casualty/flood insurance that will be secured for the Property.

**4. ADDITIONAL PROVISIONS:** \_\_\_\_\_

For additional provisions, see Addendum \_\_\_\_\_.

**5. TITLE INSURANCE:** Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report ("the PTR") showing the condition of title to the Property, and the Governance Documents. **(If not fully understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice. Neither Listing nor Selling Licensee is qualified to advise on specific legal or title issues.)** Upon signature and acceptance of this Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order the PTR and recorded Governance Documents from an Oregon title insurance company and furnish them to Buyer. Upon receipt of the PTR and Governance Documents, Buyer shall have \_\_\_\_\_ business days (five [5] if not filled in) within which to notify Seller, in writing, of any matters disclosed in the PTR and Governance Documents which is/are unacceptable to Buyer ("the Objections"). Buyer's failure to timely object, in writing, to any matters disclosed in the PTR and/or the Governance Documents shall constitute acceptance of the same. However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 6 below. If, within \_\_\_\_\_ business days (five [5] if not filled in) following receipt of the objections, if any, Seller fails to remove or correct the matters identified in the Objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall be promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Within thirty (30) days after Closing, Seller shall, at Seller's expense, furnish to Buyer an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the Objections and all other title exceptions agreed to be removed as part of this transaction. **(Note: This Section 5 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the amended Real Estate Settlement Procedures Act ("RESPA"), effective January 1, 2010 there are limitations, regulations and disclosure requirements on "seller concessions" unless the product or service paid by the Seller was one customarily paid by the Seller. In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 5 are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under RESPA or any other federal or state law.)**

**6. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property, covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 5 above.

**7. SELLER-CARRIED FINANCING (E.G. LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN, ETC.):** Note: State and federal laws and regulations provide that under certain circumstances, offering or negotiating the terms of seller-carried financing must be performed by a Mortgage Loan Originator (see, ORS86A.200(4)), and the terms of such financing may have to comply with certain consumer protection disclosures rules. Your real estate licensee is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended. If this transaction is to include a trust deed, mortgage or option agreement between Buyer and Seller, the parties shall agree upon the terms and conditions of such document not later than \_\_\_\_\_ business days (ten [10] if not filled in) after the date Buyer and Seller have signed and accepted this Sale Agreement. Upon failure of Buyer and Seller to reach agreement as to the terms and conditions of the document within said time period, this transaction shall automatically terminate, all parties shall cooperate in signing such documentation reasonably necessary to effect a termination of this transaction and a refund of all deposits, if any, to Buyer. **Caveat: The additional documents identified in this Section 7 can have legally binding consequences, and Buyer and Seller are strongly encouraged to secure competent legal advice before entering into such agreements. If Escrow (as defined in Section 18) is instructed to prepare the note and trust deed or mortgage to be used in this transaction, state statute requires that Buyer and Seller receive from Escrow, at least three (3) days prior to Closing (as defined in Section 19), a statutory notice and a copy of the proposed documents. This requirement cannot be waived by Buyer or Seller without the approval of both of their respective Oregon-licensed attorneys.**

**8. FIXTURES:** All fixtures (including remote controls and essential related equipment) are to be left upon the Property. Fixtures shall include but not be limited to: Built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows;

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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145 fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent  
146 lamps; window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: \_\_\_\_\_  
147 \_\_\_\_\_  
148 \_\_\_\_\_  
149 \_\_\_\_\_  
150 \_\_\_\_\_

151 **9. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included: \_\_\_\_\_  
152 \_\_\_\_\_  
153 \_\_\_\_\_  
154 \_\_\_\_\_

155 **10. ALARM SYSTEM:** ☐ NONE ☐ OWNED ☐ LEASED. If leased, Buyer ☐ will ☐ will not assume the lease at Closing.

156 **11. WOODSTOVE/FIREPLACE INSERT:** Does the Property contain a woodstove or fireplace insert? ☐ Yes ☐ No  
157 Is the woodstove or fireplace insert certified? ☐ Yes ☐ No ☐ Unknown If "No" or "Unknown," Seller to provide Buyer with OREF-046  
158 Woodstove/Fireplace Insert Addendum.

159 **12. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the  
160 following representations to Buyer:

161 (1) The primary dwelling is connected to (check all that apply): ☐ a public sewer system; ☐ a public water system; ☐ Other  
162 (describe) \_\_\_\_\_

163 (2) At the earlier of possession or Closing Date, the dwelling will have one or more operating smoke alarms, smoke detectors and  
164 carbon monoxide detectors as required by law (See <http://www.oregon.gov/OSP/SFM/> ).

165 (3) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances  
166 and equipment. Buyer acknowledges that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential  
167 housing and may exist in the Property.

168 (4) Seller knows of no material defects in or about the Property, including any of the limited and general common elements of the entire  
169 condominium development, even if the defects do not directly affect Seller's Unit.

170 (5) All electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the  
171 limited and general common elements, will be in substantially its present condition at the time Buyer is entitled to possession.

172 (6) Seller has no notice of any liens or assessments to be levied against the Property, including but not limited to liens or assessments  
173 to be levied by the HOA.

174 (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.

175 (8) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.

176 (9) Seller shall keep the Property fully insured through Closing.

177 Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition which could result in  
178 making any previously disclosed material information relating to the Property substantially misleading or incorrect. These  
179 representations are made to the best of Seller's knowledge. Seller may have made no investigations.

180 Exceptions to items (1) through (9) are: \_\_\_\_\_  
181 \_\_\_\_\_  
182 \_\_\_\_\_  
183 \_\_\_\_\_

184 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute  
185 for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of  
186 professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for  
187 Buyer's intended use. Neither the Listing nor Selling Licensees shall be responsible for conducting any inspection or investigation of  
188 any aspects of the Property.

189 **13. "As-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property  
190 Disclosure, if any, Buyer is purchasing the Property "As-IS," in its present condition and with all defects apparent or not apparent.

191 **14. BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that it is Buyer's primary responsibility to conduct a thorough and complete review  
192 of all aspects of the condominium being purchased, including but not limited to, its association, assessments, budgets, reserves, general and  
193 limited common elements, as well as all Governance Documents as soon as they become available. It is highly recommended that Buyer employ

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the use of third-party professionals familiar with condominiums, condominium associations, and their governance. Neither the Listing or Selling Licensees can render advice on these matters. Neither Listing or Selling Licensees shall be responsible for advising Buyer on these matters.

**15.1 CONDOMINIUM DOCUMENTS:** Seller agrees, at Seller's expense, to provide Buyer within \_\_\_\_\_ business days (seven [7] if not filled in) after the date Buyer and Seller have both signed this Agreement, with copies of certain documents (hereinafter "Documents") checked in the boxes below. "Documents" shall be limited to official writings to or for the benefit of the HOA specifically described in the list below and dealing with the Property and/or the condominium development. (Note: Not all Documents may be readily available to Seller. Some Documents may already be available to Buyer through other disclosure documents required under Oregon law. Some important information may be available to Buyer in summary form. Buyers, Sellers and licensees should promptly determine what Documents are necessary and can be reasonably provided within the applicable time frames. If obtaining Buyer-requested Documents will cause any delay, it is suggested that the parties address this by written addendum.)

- ☐ The conditions, covenants and restrictions ("CC&Rs") and/or the Declaration.
- ☐ The HOA articles of incorporation and bylaws, and rules and regulations, including any revisions or amendments thereto.
- ☐ Rules and regulations, including any revisions or amendments thereto.
- ☐ Policies, agreements, notices (not included in the requested items above) relating to: age restrictions, pets, parking, any restrictions on rental of homes or units.
- ☐ All minutes of meetings for the preceding \_\_\_\_\_ months (twelve [12] if not filled in) for the HOA and the board of directors.
- ☐ Documents verifying coverage under the current policies of casualty and liability insurance for the HOA and its board of directors.
- ☐ Documents verifying the current HOA assessments and budget, together with any HOA notices relating to potential increases in the assessments or any potential special assessments.
- ☐ Documents prepared for the HOA or its officers and/or directors acting in their official capacity, such as inspection reports, studies, bids or proposals for repair or replacement of any actual or suspected defects in the structural integrity or safety of the Property, its common elements or common areas.
- ☐ Documents relating to any demands or claims made by or against the HOA relating to any actual or suspected defects in the structural integrity or safety of the Property, its common elements or common areas.
- ☐ Documents showing the latest reserve study conducted by or for the HOA together with current reserve fund figures.
- ☐ Other: \_\_\_\_\_

Buyer shall have \_\_\_\_\_ business days (five [5] if not filled in) from delivery of all of the requested Documents to Buyer or Selling Licensee, within which to review them ("Review Period"). Documents provided to Buyer pursuant to Section 5 shall be subject to the same Review Period as those which are to be provided by Seller in this Section 15.1. If Buyer notifies Seller or Listing Licensee, in writing, prior to Midnight of the last day of the Review Period that Buyer unconditionally disapproves of one or more of the Documents, all earnest money deposits will be promptly refunded to Buyer and this transaction shall be terminated. If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of the Document(s) by Midnight of the Review Period, Buyer shall be deemed to have approved the Document(s).

#### 15.2 General Condominium Information

- (A) Parking space/garage # \_\_\_\_\_ is ☐ owned ☐ leased ☐ N/A The lease is \$ \_\_\_\_\_ per ☐ month ☐ year.
- (B) Storage space # \_\_\_\_\_ is ☐ owned ☐ leased ☐ N/A The lease is \$ \_\_\_\_\_ per ☐ month ☐ year.
- (C) The HOA dues at the time of this Agreement are \$ \_\_\_\_\_ per ☐ month ☐ year ☐ other \_\_\_\_\_.
- (D) The current HOA: (Name) \_\_\_\_\_  
 (Contact Person) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (Phone) \_\_\_\_\_

HOA Website: \_\_\_\_\_

HOA Email Address: \_\_\_\_\_

If the information in (A) through (D) is blank, is incorrect, or is not current, Seller shall promptly notify Buyer and Escrow with the current information based on upon Seller's best information through the date of Closing.

#### INSPECTIONS:

(CHECK ONLY ONE BOX)

**16.1 ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions that may be found in and around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a professional inspector, consultant, or health expert, for

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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information and guidance. Neither the listing nor selling licensees are experts in environmental health hazards or conditions. For additional information, go to the Oregon Association of Realtors® Buyer advisory at: <http://www.oregonrealtors.org> and the Oregon Public Health Division at <http://public.health.oregon.gov/Pages/Homes.aspx>

**16.2 INSPECTIONS:** Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s) relating to such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended purpose. Such inspection should include general common elements and limited common elements where Buyer or Buyer's inspector(s) have reason to believe that there are other portions of the condominium development that may warrant it. Neither Listing nor Selling Licensee is qualified to conduct such inspections and shall not be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at <http://www.oregonrealtors.org>.

☐ **PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all common and limited elements and systems thereof inspected by one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or removal of any portion of the Property including radon and mold. Seller may not have authority to permit invasive testing on portions of the condominium property due to its general or limited common element status. Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have \_\_\_\_\_ business days (ten [10] if not filled in), after the date Buyer and Seller have signed this Agreement (hereinafter "the Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. **If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding ALL Buyer's requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.**

☐ **ALTERNATIVE INSPECTION PROCEDURES:** OREF-058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION ADDENDUM \_\_\_\_\_ is attached to this Agreement.

☐ **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

**17. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, a Lead-Based Paint Disclosure Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Seller, Buyer and Listing and Selling Licensees, and become a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home." Buyer shall have \_\_\_\_\_ calendar days (ten [10] unless a greater number is filled in) within which to conduct a lead-based paint assessment or inspection (hereinafter referred to as "the Lead-Based Paint Contingency Period"), which shall commence immediately when Buyer and Seller sign the Disclosure Addendum. Unless the opportunity to conduct a risk assessment or inspection is expressly waived in the Disclosure Addendum, Buyer may, in writing, unconditionally cancel this transaction during the Lead-Based Paint Contingency Period and receive a prompt return of all earnest money deposits. Buyer understands that the failure to give timely written notice of cancellation prior to Midnight on the last day of the Lead-Based Paint Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards.

☐ OREF-021 Lead-Based Paint Disclosure Addendum is attached to this Agreement.

**18. ESCROW:** This transaction shall be Closed at First American Title ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless Buyer is financing through Federal VA, in which case Seller shall pay all escrow costs.

Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Listing and/or Selling Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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19. **CLOSING:** Closing shall occur on a date mutually agreed upon by Buyer and Seller, but in no event later than \_\_\_\_\_, ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. **Caveat: Section 7 above requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.**

20. **POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the Property to Buyer (select one):

(1) ☐ by 5:00 p.m. on Closing;

(2) ☐ by \_\_\_\_\_ ☐ a.m. ☐ p.m. \_\_\_\_\_ days after Closing;

(3) ☐ by \_\_\_\_\_ ☐ a.m. ☐ p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

If a tenant is currently in possession of the Property (check one): ☐ Buyer will accept tenant at Closing; ☐ Seller shall have full responsibility for removal of tenant prior to Closing.

21. **PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, association dues, and other prepaid expenses attributable to the Property shall be as of: (check one) ☐ the Closing Date; ☐ date Buyer is entitled to possession; or ☐ \_\_\_\_\_.

22. **SELLER POSSESSION AFTER CLOSING:** In the event that Buyer and Seller have agreed that Seller will deliver possession after Closing, Seller shall pay as consideration \$ \_\_\_\_\_ per day for each day after Closing that Seller is to remain in possession of the Property. Such payment shall be made by Seller through Escrow at the time of Closing and no landlord-tenant relationship shall be created thereby, so long as Seller's possession does not exceed 90 days after the date of Closing.

☐ OREF-054 Agreement to Occupy After Closing or Addendum \_\_\_\_\_, is attached to this Agreement.

23. **UTILITIES:** The following utilities are included in the HOA dues and are paid for the owner by the HOA: ☐ Garbage ☐ Water ☐ Sewer ☐ Electric ☐ Gas ☐ Cable ☐ Heating Fuel ☐ Other (describe) \_\_\_\_\_.

Seller shall pay all utility bills accrued to date Buyer is entitled to possession. **Buyer shall pay Seller for heating fuel then on premises, at Seller's supplier's rate on the possession date.** Payment shall be handled between Buyer and Seller outside of Escrow.

24. **HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? ☐ Yes ☐ No

If yes, identify plan and cost: \_\_\_\_\_ \$ \_\_\_\_\_. To be paid at Closing by: ☐ Buyer ☐ Seller

25. **ESCROW DEPOSIT:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller, set up an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between Buyer and Seller), subject only to Section 38 below, you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

26. **EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this transaction shall be terminated. **It is the intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.**

27. **BINDING EFFECT/CONSENT:** This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

28.1 **SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS.** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if they are a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute and deliver,

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

**28.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING OBLIGATIONS.** Seller is advised that upon Closing, Federal law, known as the Foreign Investment in Real Property Tax Act ("FIRPTA"), allows an escrow company, if they agree, to withhold a portion of Seller's proceeds if the real property is located within the United States and Seller is a "foreign person." A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. The amount deducted from Seller's proceeds is ten percent (10%) of the gross sales price and is required to be delivered over to the Internal Revenue Service ("IRS") within twenty (20) days of the closing of the transaction. Buyer may become responsible for payment if FIRPTA applies and Escrow is not instructed to withhold the funds. FIRPTA will not apply to this transaction so long as: (a) The sale price is \$300,000 or less; (b) The Property is to be used by Buyer as a residence; and, (c) Buyer is an individual. Where applicable, Buyer and Seller agree to execute and deliver, as appropriate, any instrument, affidavit or statement, reasonably requested by Escrow to carry out the provisions of FIRPTA. **NOTE: AT SECTION 12 OF THIS AGREEMENT, SELLER REPRESENTS THAT SELLER IS NOT A "FOREIGN PERSON" (HEREINAFTER "SELLER'S NON-FIRPTA STATUS"). IF SELLER IS UNSURE, SELLER SHOULD FIRST CONFER WITH SELLER'S TAX COUNSEL OR CPA BEFORE ENTERING INTO THIS TRANSACTION. IN SUBMITTING THIS OFFER, BUYER REPRESENTS THAT BUYER HAS NO KNOWLEDGE, INFORMATION, OR BELIEF THAT SELLER IS A FOREIGN PERSON OR THAT THIS TRANSACTION IS SUBJECT TO FIRPTA. SELLER ACKNOWLEDGES THAT BUYER, LISTING AND SELLING LICENSEES, THEIR RESPECTIVE FIRMS, AND ESCROW, ITS AGENTS, EMPLOYEES AND REPRESENTATIVES, SHALL HAVE THE ABSOLUTE RIGHT TO RELY UPON SELLER'S REPRESENTATION OF SELLER'S NON-FIRPTA STATUS AT SECTION 12, ABOVE. THIS RIGHT OF RELIANCE SHALL CONTINUE THROUGH THE CLOSING DATE AND THEREAFTER, UNLESS SELLER HAS DISCLOSED OTHERWISE IN A WRITTEN COUNTER-OFFER OR ADDENDUM TO THIS SALE AGREEMENT. IF AT ANY TIME DURING THIS TRANSACTION, IT IS DETERMINED THAT SELLER'S REPRESENTATION OF SELLER'S NON-FIRPTA STATUS WAS INCORRECT, FOR ANY REASON, SELLER AND BUYER HEREBY APPOINT AND INSTRUCT ESCROW TO ACT AS THE QUALIFIED SUBSTITUTE FOR BUYER AS DEFINED BY THE IRS, FOR PURPOSES OF PREPARING THE NECESSARY PAPERWORK, WITHHOLDING THE NECESSARY FUNDS, AND REMITTING THE SAME TO THE IRS. IF FOR ANY REASON, ESCROW DECLINES TO ACT AS A QUALIFIED SUBSTITUTE, ESCROW IS REQUESTED TO PROMPTLY NOTIFY SELLER AND BUYER IN A TIMELY MANNER SO THEY MAY MAKE OTHER ARRANGEMENTS PRIOR TO THE SCHEDULED CLOSING. SELLER AND BUYER ACKNOWLEDGE THAT IF FIRPTA APPLIES TO THIS TRANSACTION, ESCROW'S ROLE AS A QUALIFIED SUBSTITUTE MAY RESULT IN A DELAY IN CLOSING THIS TRANSACTION, UNLESS OTHERWISE PROVIDED IN THIS SALE AGREEMENT OR ANY SUBSEQUENT SIGNED WRITTEN AGREEMENT BETWEEN SELLER AND BUYER, CONFIRMATION OF SELLER'S NON-FIRPTA STATUS IS NOT A CONTINGENCY IN THIS TRANSACTION.**

**29. APPROVED USES:** "THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

**30.1 IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

**30.2 LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) ☐ is ☐ is not specially assessed for property taxes in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest which may be levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 30.2.

**30.3 HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the Historic Property Tax Assessment under ORS 358.475 to 358.565 Seller shall provide **OREF-045 Historic Property Addendum**.

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**DISPUTE RESOLUTION INVOLVING BUYER AND SELLER ONLY**

**31. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER:** Buyer and Seller agree that all claims, controversies and disputes between them, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance with the procedures set forth herein, which shall expressly survive Closing or earlier termination of this Agreement. Provided, however, the following matters shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; or (2) a forcible entry and detainer action (eviction). The filing in court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures specified herein. In the event of any suit, action or arbitration relating to the enforcement or interpretation of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes.

**32. SMALL CLAIMS BETWEEN BUYER AND SELLER:** Notwithstanding the following Sections, Buyer and Seller agree that all Claims that are within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

**33. MEDIATION BETWEEN BUYER AND SELLER:** If Buyer or Seller were represented in this transaction by a Licensee whose principal broker is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation program (collectively "the System"). Provided, however, if Licensee's principal broker is not a member of the National Association of REALTORS® or the System is not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either through: (1) the special mediation program administered by Arbitration Service of Portland ("ASP"), or (2) any other impartial private mediator(s) or program(s) so long as such services are available in the county where the Property is located, as selected by the party first filing for mediation.

**34. ARBITRATION BETWEEN BUYER AND SELLER:** All Claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Buyer or Seller may file Claims either with ASP or, alternatively, with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative service also uses arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the county where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO THIS PROVISION BUYER AND SELLER ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND BUYER AND SELLER ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

**35. ATTORNEY FEES IN CLAIMS BETWEEN BUYER AND SELLER:** The prevailing party in any suit, action or arbitration (excluding those Claims filed in Small Claims Court) between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees and costs and disbursements as defined in ORCP 68 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was available to Buyer or Seller when the Claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

**DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS**

**36. SMALL CLAIMS COURT AND ARBITRATION:** All claims, controversies or disputes relating to this transaction, including those for rescission, in which a Licensee or Firm identified in the Final Agency Acknowledgment Section above is named or included as a party, shall be resolved exclusively as follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of arbitration or litigation in any other forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through final and binding arbitration using the arbitration selection process described in Section 34 above. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. This Section 36 shall be in lieu of litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at any time, but shall not be required to do so under this Section 36. This Section 36 shall not apply to those matters in which: (a) The claim, controversy or dispute is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Arbitration provisions of the National Association of REALTORS®; (b) Licensee or Firm has agreed to participate in alternative dispute resolution in a prior written listing, service or fee agreement with Buyer or Seller, or (c) Licensee or Firm is Buyer or Seller in this transaction (in which case, Sections 31-35 shall apply). This Section 36 shall expressly survive Closing or earlier termination of this Agreement. In the event of any suit, action or arbitration relating to the enforcement or interpretation of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes. **In the event that one or more Licensees and/or Firms have been named or included in any claims, controversies or disputes that also include Buyer and/or Seller, the alternative dispute resolution and attorney fee provisions of Sections 31-35 above shall continue to apply to Buyer and/or Seller, and this Section 36 shall apply exclusively to Licensees and/or Firms.**

Buyer Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_

Seller Initials \_\_\_\_ / \_\_\_\_ Date \_\_\_\_

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**37. RECEIPT FOR EARNEST MONEY:** Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ \_\_\_\_\_ evidenced by ☐ CASH ☐ CHECK ☐ PROMISSORY NOTE payable as follows:  
☐ \_\_\_\_\_ ☐ **business** ☐ **calendar** days (check one) after mutual acceptance of this Agreement; or  
☐ on or before \_\_\_\_\_, \_\_\_\_\_;  
☐ Other form of earnest money: \_\_\_\_\_.

**38. EARNEST MONEY INSTRUCTIONS:** Buyer instructs Selling Firm, and Selling Firm agrees, to handle the earnest money as follows (check all that apply):  
☐ Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter offers, after which time deposit it as provided herein within three (3) banking days. ☐ Deposit any earnest money funds redeemed under a promissory note with \_\_\_\_\_. ☐ Deposit in Selling Firm's client trust account, and thereafter/or ☐ Deposit with Escrow. In the event the earnest money is deposited in Selling Firm's trust account or with Escrow (collectively "the Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified public benefit corporation for distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant to ORS 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on the earnest money so deposited shall be transferred in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the disposition of earnest money deposits.  
SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

Selling Firm **Berkshire-Hathaway NW Real Estate** Selling Licensee Signature \_\_\_\_\_  
1875 Hwy 101/P. O. Box 276, Florence, OR  
Office Address **97439** Phone **(541) 997-6000** FAX **(541) 997-1257**

**39. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that unless this transaction is otherwise exempted, Oregon law provides that Buyer has a right to revoke Buyer's offer by giving Seller written notice thereof (a) within five (5) business days after Seller's delivery of Seller's Property Disclosure Statement ("the Statement"), or (b) at any time before Closing (as defined in the Oregon Administrative Rules) if Buyer does not receive the Statement from Seller before Closing. Buyer may waive the right of revocation only in writing. Seller authorizes Listing Firm to receive Buyer's notice of revocation, if any, on Seller's behalf.

**40. COUNTERPARTS/DELIVERY:** This Agreement may be signed in multiple counterparts with the same legal effect as if all parties signed the same document. This shall mean that delivery (e.g., transmissions manually, by facsimile, electronic mail, overnight mail, first-class regular or certified mail, etc.) of a **legible** true copy of a signed original of this Agreement, including but not limited to all addenda, counter offers, and legal notices required thereunder, shall be treated the same as delivery of the original document.

**41. AGREEMENT TO PURCHASE:** Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Licensee which are not expressly contained in this Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made an express contingency in this Agreement.

Deed or contract shall be prepared in the name of \_\_\_\_\_  
This offer shall automatically expire on (insert date) \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m., (the "Offer Deadline"), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer after the Offer Deadline, it shall not be binding upon Buyer unless accepted by Buyer in writing within \_\_\_\_\_ business days (two [2] if not filled in) after the date of Seller's acceptance by so indicating at Section 44 below. This offer may be accepted by Seller only in writing.

Buyer \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
Buyer \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
Address \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Home \_\_\_\_\_ Work \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY SELLER OR LISTING LICENSEE TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.

484 This offer was submitted to Seller for signature on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.  
485 By \_\_\_\_\_ (Licensee(s) presenting offer).

486 **42. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller  
487 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller  
488 acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly  
489 contained in this Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 27 above, shall be  
490 disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) ☐ First to Listing Firm to the  
491 extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, or ☐ \_\_\_\_\_.

492 Seller \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
David E. Reno

493 Seller \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
Patricia P. Reno

494 Address 87944 Lake Point Drive Florence OR Zip 97439

495 Phone Home \_\_\_\_\_ Work \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

496 **43. REJECTION/COUNTER OFFER: SELECT ONE:** ☐ Seller does not accept the above offer, but makes the attached counter offer.  
497 ☐ Seller rejects Buyer's offer.

498 Seller \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
David E. Reno

499 Seller \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←  
Patricia P. Reno

500 Address 87944 Lake Point Drive Florence OR Zip 97439

501 Phone Home \_\_\_\_\_ Work \_\_\_\_\_ E-mail \_\_\_\_\_ Fax \_\_\_\_\_

502 **44. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response  
503 is an acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 41 above, Buyer (select only one) ☐ agrees ☐ does  
504 not agree, to be bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)

505 Buyer \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

506 Buyer \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. ←

507 **45. FIRMS/LICENSEES:**

508  
509 Selling Licensee \_\_\_\_\_ Selling Firm Berkshire-Hathaway NW Real Estate

510 Selling Firm Office Address 1875 Hwy 101/P. O. Box 276, Florence, OR 97439

511 Phone (541) 997-6000 Phone (541) 997-6000 E-mail \_\_\_\_\_

512 Fax (541) 997-1257

514  
515 Listing Licensee Dale A. Saari Listing Firm Windermere/Florence Real Estate

516 Listing Firm Office Address 3757 Hwy 101, Ste A, Florence, OR 97439

517 Phone (541) 997-5926 Phone (541) 997-5926 E-mail dale@florencere.com

518 Fax (541) 997-5992

519  
520 Buyer Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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Reno to Senner





OCT 15 2014

By: Gas

## CONDO CERTIFICATION QUESTIONNAIRE

Legal Name of Project:

Project Address:

City

State

Zip

PLEASE ANSWER ALL QUESTIONS, SIGN AND DATE THE CERTIFICATION AT THE BOTTOM OF THE QUESTIONNAIRE

1.	a. Total number of residential units in entire project	#	
	b. Number of units conveyed to unit purchasers	#	
	c. Number of owner occupied and second home units	#	
	d. Number of investor owned units	#	
2.	Are there any commercial units in the project or building? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. What is the total number of commercial units?	#	
	b. What is the use of the commercial units? (e.g. retail, professional office)		
	c. Of the <b>total project square footage</b> , what is the percentage of commercial space square footage?	%	
	d. Does the HOA own or operate any commercial units?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Are there any "Live Work Units"? (e.g. professional artist studio)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Are there any units in this project with resale or deed restrictions other than age restrictions? (e.g. below market rate, affordable housing, down payment assistance) If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. List the unit number or address of all resale or deed restricted units:		
5.	Is the project a conversion of an existing building (s)? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Was the conversion within the last 3 years? (If yes, provide a copy of the architect and engineers report and attach a list of improvements completed at the time of conversion.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	b. Were building(s) converted from a hotel/motel?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Is the title to the units held as a leasehold estate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Are there any manufactured homes in the project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Does any single person or entity own more than 10% of the units, or if there are 10 units or less in the project, does any single person or entity own more than 1 unit? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. How many units?		
9.	Does the builder/sponsor have any ownership interest in the project other than unsold units? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Describe the ownership interest?		
10.	Are the unit owners the sole owners of and have the right to use the common elements including all buildings, parking and amenities?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11.	Are the project's common amenities/recreation facilities leased <b>by</b> or <b>to</b> the HOA in any agreement(s) with an outside entity? If yes, please explain:	Yes <input type="checkbox"/>	No <input type="checkbox"/>



## CONDO CERTIFICATION QUESTIONNAIRE

12.	Does the HOA have the first option to purchase a unit? (Right of First Refusal)? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Is the right of first refusal exercised in a way that is non-discriminatory?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	b. Is the right of first refusal exercised in a way that does not impair the marketability of the units in the project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13.	Indicate the utilities included in monthly unit assessment:		
	Heat <input type="checkbox"/> AC <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Water <input type="checkbox"/> Sewer <input type="checkbox"/> Cable <input type="checkbox"/> Other <input type="checkbox"/> None <input type="checkbox"/>		
14.	If the project is in a flood zone, is the master flood insurance premium paid by the unit owner as part of the HOA dues?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15.	What is the number of units for which the HOA dues are currently delinquent more than 30 days?	#	
16.	What is the total dollar amount of cash on hand? (Include all accounts)	\$	
17.	Are separate bank accounts maintained for the operating/working accounts and the reserve accounts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18.	Does the bank send the bank statements directly to the HOA?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19.	Are two board members required to sign any checks written from the reserve account?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20.	If the project is managed by a management company, does the management company maintain separate records and bank accounts for each HOA that it manages?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21.	If the project is managed by a management company, does it have the authority to write checks or transfer funds from the HOA reserve account?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
22.	Is the HOA, project developer or sponsor named as a party in any litigation (other than foreclosure activity)? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Provide details:		
23.	Are there any special assessments pending or currently collected within the HOA? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Provide the reasons, amounts, duration and/or due date of the special assessment:		
24.	Are there any adverse environmental factors affecting the project as a whole or any individual units? If yes:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Please describe:		
25.	Does the HOA or management company advertise or facilitate short term rental of less than 30 days?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
26.	Does the project have an on-site check in rental desk?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
27.	Does the project have an on-site daily cleaning service?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
28.	Does the project have any units available for time share?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
29.	Is there a hotel located at the same address or within the project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
30.	Do the project documents require mandatory or voluntary rental pooling or revenue sharing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
31.	Is the project or any part of the project an assisted living community providing meals or medical care?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
32.	Does the project restrict the owner's ability to occupy the project?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
33.	Is less than 90% of the total number of units conveyed to unit purchasers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
34.	Is the developer or sponsor in control of the HOA?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
35.	Is the project under development or subject to additional phasing?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
36.	Are any of the units in the project or subject unit's phase not complete (except for buyer selection items)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
37.	Are any of the common areas or facilities not complete, including amenities managed by a master association?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



## CONDO CERTIFICATION QUESTIONNAIRE

**If Any of Number 33, 34, 35, 36 or 37 Questions Above Are Answered Yes,  
Please Complete the New Construction or Newly Converted Project  
Questionnaire Addendum on Page 4 Below**

The undersigned certifies that to the best of my knowledge and belief, the information and statements contained on this form and any attachments are true and accurate:

<b>Preparer's Printed Name:</b>				
<b>Preparer's Title:</b>				
<b>Preparer's Signature:</b>				
<b>Company Name:</b>				
<b>Address:</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	
<b>Phone Number:</b>				
<b>Fax Number</b>				
<b>Email Address</b>				
<b>Date:</b>				





## CONDO CERTIFICATION QUESTIONNAIRE

### NEW CONSTRUCTION OR NEWLY CONVERTED PROJECTS QUESTIONNAIRE ADDENDUM

TO BE COMPLETED BY THE DEVELOPER, BUILDER, SPONSOR OR PROPERTY MANAGER

PLEASE ANSWER ALL QUESTIONS, SIGN AND DATE THE CERTIFICATION AT THE BOTTOM OF THE QUESTIONNAIRE

#### I. Complete this section if the project is one legally declared phase:

1.	Total number of residential units	#
2.	Number of residential units conveyed and under contract to owner occupied and second home purchasers	#
3.	Number of residential units conveyed and under contract to investor purchasers	#

#### II. Complete this section if the project contains multiple legally declared phases:

Legal Phase Number	Total Number of Units In Each Legal Phase	Total Number of Units Conveyed or Under Contract	Number of Owner Occupied and Second Home Units	Number of Investor Units
Ex: Ph 1	10	7	6	1

#### III. Complete this section for single phase and multiple phase projects:

Legal Phase Number	Total Number of Units In Each Legal Phase	Number of Units Completed	Number of Units Under Construction	Number of Units Not Started	Anticipated Completion Date of Units Under Construction
Ex: Ph 1	10	7	3	0	12/31/2013

#### IV. Complete this section for single phase and multiple phase projects:

1.	Is the subject unit's HOA part of a master HOA made up of multiple projects? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. Do the unit owners pay more than \$50 per month toward the master HOA? If yes, please provide the master association's legal documents.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Are any of the common areas or facilities incomplete? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. When will the common areas or facilities be complete, including amenities managed by a master association?	Date: _____	
3.	Are there any units in the project with less than 400 square feet?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Does all marketing and/or sales material used to promote this project meet all state and federal fair housing laws?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



### CONDO CERTIFICATION QUESTIONNAIRE

<b>6.</b>	Are any units rent stabilized or under rent control? If yes,	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	a. How many rent stabilized/controlled units?	#	
	b. Who is the owner(s) of the rent stabilized/controlled units?		
	c. How many rent stabilized/controlled units are currently for sale?	#	
	d. How many rent stabilized/controlled units were sold in the last 12 months?	#	

The undersigned certifies that to the best of my knowledge and belief, the information and statements contained on this form and any attachments are true and accurate:

<b>Preparer's Printed Name:</b>			
<b>Preparer's Title:</b>			
<b>Preparer's Signature:</b>			
<b>Company Name:</b>			
<b>Address:</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Phone Number:</b>			
<b>Fax Number</b>			
<b>Email Address</b>			
<b>Date:</b>			

## City of Florence Review Comments

City of Florence Review Comments					
Date: 9/5/14		Project Name: Whispering Pines Phase 2 and 3			
Department: Public Works		Submittal: Site Plan, Phase 2 Landscape Plan, and Utility Drawings Sheet 1 of 5			
Reviewer: August Murphy and Mike Miller				Page 1	
Item #	Dwg Sht/ Spec Paragraph	Comments	Type	Consultant Response	
1	Utility Drawings Sht 1	Storm water infrastructure appears incomplete, address how Phase 3 buildings are handling runoff  To the extent most practical, the City's new stormwater regulations need to be incorporated into Phase 3. Stormwater runoff should be treated prior to discharge to the existing stormwater system and stormwater retention should be considered.	S		
2	Utility Drawings Sht 1	Phase 3 buildings- If the City is to maintain the system, provide cleanouts at sanitary sewer connection points where two builds join into the common 6" lateral	F		
3	General	Are all easements for utilities accurate and up to date on this private property?	F		
4	General	Upon completion, provide the City with complete sets of <u>surveyed</u> , as-constructed drawings for all underground utilities, (Current drawings are representative but not accurate)	F		
5	Utility Drawings Sht 1	See City of Florence Water Utilities Division for current requirements for water services sharing a common vault	F		
6					

**EXHIBIT K**

**COMMENT TYPE:**

'F' - FATAL FLAW MUST BE REVISED

'S' - SERIOUS PROBLEM, NEEDS TO BE ADDRESSED. COULD ESCALATE TO 'F' IF LEFT UNATTENDED.

'C' - COORDINATION PROBLEM. DISCIPLINE NEEDS TO TALK.

'N' - NOTE TO DESIGNER, ITEM, NOT SERIOUS, NO NEED TO INCORPORATE, BUT COULD RESULT IN A BETTER PRODUCT IN FUTURE.

**From:** [Sean Barrett](#)  
**To:** [Wendy Farley-Campbell](#); [Jim Langborg](#); [Mike Miller](#)  
**Subject:** RE: Referral - PC 14 16 DR 01 Whispering Pines  
**Date:** Friday, October 03, 2014 8:24:26 AM

---

Preliminary comments from fire:

1. Confirm with public works that there is enough water flow.
2. Existing fire hydrant(s) will provide enough protection, provided flows meet demand.
3. ALL of the new buildings will be required to have a minimum of a NFPA 13R sprinkler system installed. Reducing required fire flow to 1500 GPM

Sean Barrett  
Fire Marshal  
Siuslaw Valley Fire and Rescue  
2625 Hwy 101  
Florence Oregon 97439  
Office (541) 997-3212  
Fax (541) 997-9116  
Cell (541) 999-0600

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**From:** Wendy Farley-Campbell [mailto:[wendy.farleycampbell@ci.florence.or.us](mailto:wendy.farleycampbell@ci.florence.or.us)]  
**Sent:** Friday, October 03, 2014 8:10 AM  
**To:** Mike Miller; August Murphy; Jim Langborg; Sean Barrett; Eric Rines; Lynn Lamm; Dale Dawson ([ddawson@cencost.com](mailto:ddawson@cencost.com)); Hicks, Robin; Manning, Steven D ([Steven.Manning@charter.com](mailto:Steven.Manning@charter.com))  
**Cc:** Glen Southerland  
**Subject:** Referral - PC 14 16 DR 01 Whispering Pines

Greetings,

The purpose of this notice is to acquaint you with a proposed development, to gather information you may have about the project, and provide an opportunity to comment and express concerns related to the approval criteria, prior to staff's decision on the project proposal.

RESOLUTION PC 14 16 DR 01: A request by Jerry Prater Construction for approval of a Design Review application to complete Phase 2 and 3 of Whispering Pines Condominiums, located at 1150 Hemlock Street, Assessor's Map 18-12-27-42, TLs 00300, 00400, & 00500. The proposed development will revise previously approved buildings in Phase 2 and 3 which will match current buildings on the site in layout and appearance.

Please let me know if you have any questions.

**Wendy FarleyCampbell**  
Planning Director –City of Florence  
250 Highway 101, Florence, OR 97439

EXHIBIT L



541.997.8237 voice 541.997.4109 fax

[www.ci.florence.or.us](http://www.ci.florence.or.us)

The City of Florence is an equal opportunity employer and service provider.

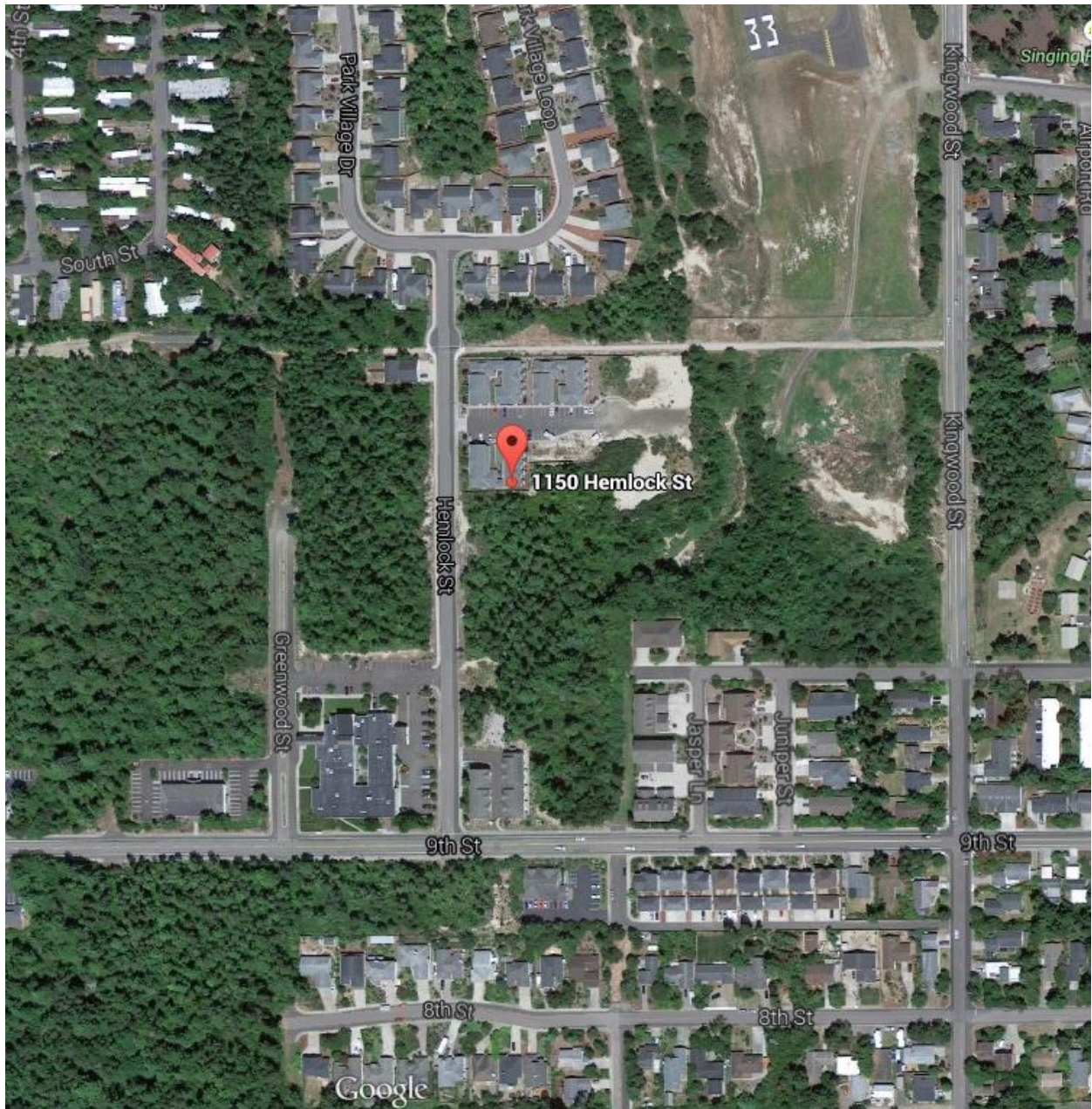
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WEST 9TH STREET AREA LOCAL STREET NETWORK  
FLORENCE, OREGON

\* Could also be located at Elm St or Fir St

**\*\*Could also be straightened - but would require additional ROW**

- LEGEND**
- Proposed Street Network
  - Multi-Use Path
  - Highly erodible land
  - Not highly erodible land
  - Improved Parcel
  - Unimproved Parcel
  - Wetland



OCT 22 2014

TEST NO. : L10432  
CAT. NO. : RCS-x-P40-H3

DATE: 3-16-2004

# LUMINAIRE

SOCKET POS. : FIXED  
 REFLECTOR: ALUMINUM  
               SPECULAR  
 ENCLOSURE: CLEAR FLAT GLASS

LAMP

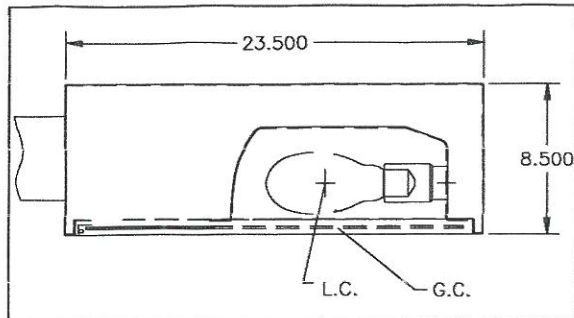
TYPE: 400W MET HAL  
ANSI: MS400/H75/ED28PS I.D.: 3-04-V1  
ENVELOPE: ED 28 L.C.L.: 5.00 INCHES  
1 LAMP(S) at LUMENS/LAMP: 40000

CLASSIFICATION

DISTRIBUTION: MEDIUM  
TYPE: III  
CONTROL: FULLCUTOFF

GENERAL

TEST DISTANCE: 41.5 FEET



LIGHT FLUX VALUES		
	LUMENS	PERCENT OF LAMP
DOWNWARD STREETSIDE	16741	41.9
DOWNWARD HOUSESIDE	10683	26.7
UPWARD STREETSIDE	0	0.0
UPWARD HOUSESIDE	0	0.0
TOTAL	27424	68.6

To approximate performance for similar lamps with different Lumens, multiply Lumens, Lux and Footcandles by this ratio:

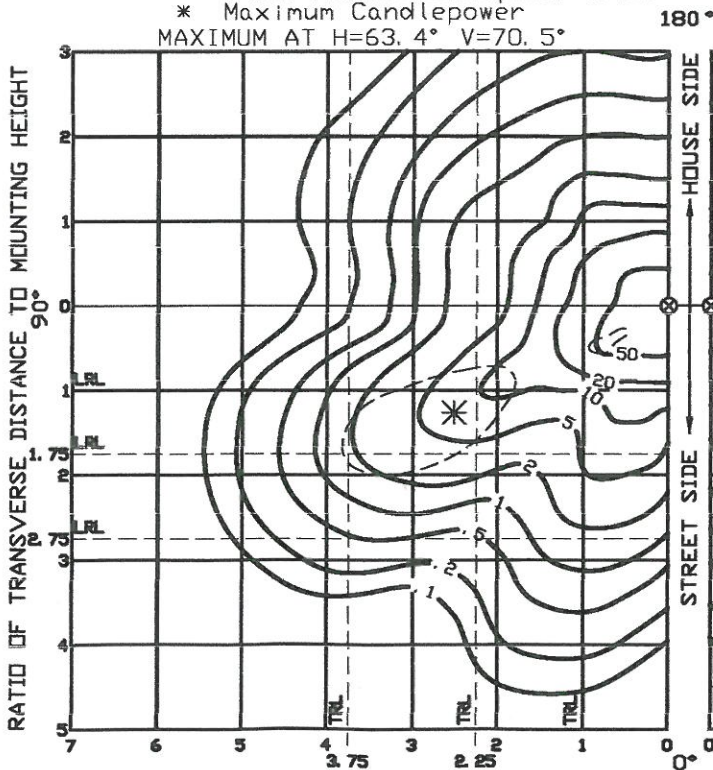
$$\text{RATIO} = \frac{\text{SELECTED LAMP LUMENS}}{40000}$$

### ISOLUX DIAGRAM

MOUNTING HEIGHT: 9.14 METERS

----- Half Maximum Candlepower Trace  
\* Maximum Candlepower

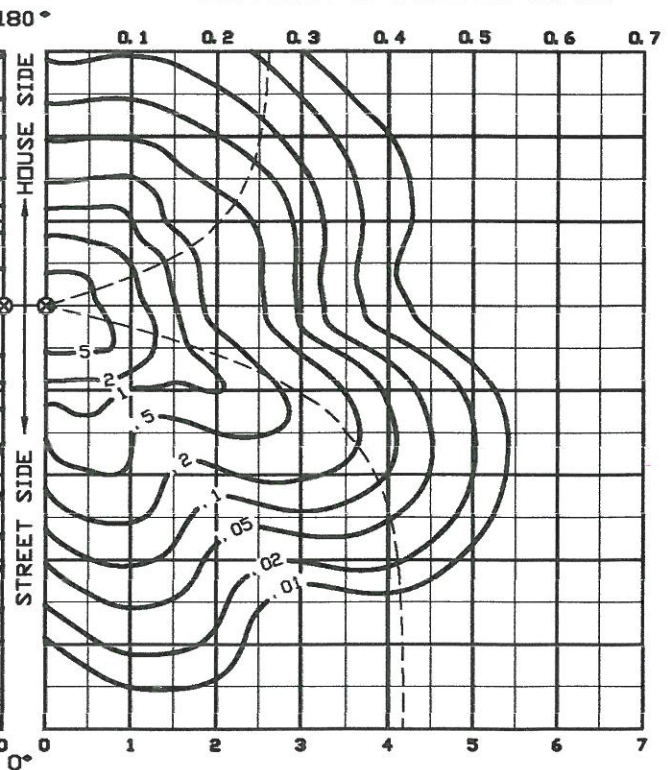
MAXIMUM AT  $H=63.4^\circ$   $V=70.5^\circ$



## ISOFOOTCANDLE DIAGRAM

MOUNTING HEIGHT: 30 FEET

----- Coefficient of Utilization Curves



MOUNTING HEIGHT CORRECTION FACTORS							
Mounting Height - Feet	18	22	26	30	34	38	42
Mounting Height - Meters	5.49	6.71	7.92	9.14	10.36	11.58	12.80
Factor	2.78	1.86	1.33	1.00	0.78	0.62	0.51

TESTED TO CURRENT IES AND NEMA STANDARDS UNDER STABILIZED LABORATORY CONDITIONS. VARIOUS OPERATING FACTORS CAN CAUSE DIFFERENCES BETWEEN LAB DATA AND ACTUAL FIELD MEASUREMENTS.