

### SELLER'S PROPERTY DISCLOSURE STATEMENT

1 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415

2 \_\_\_\_\_ (the "Property")

#### INSTRUCTIONS TO THE SELLER

- 3 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your
- 4 explanation(s). If you are not claiming an exclusion or refusing to provide the form under [ORS 105.475\(4\)](#), you should date and sign each page of
- 5 this disclosure statement and each attachment.
- 6 Each seller of residential property described in [ORS 105.465](#) must deliver this form to each buyer who makes a written offer to purchase. Under [ORS](#)
- 7 [105.475\(4\)](#), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s)
- 8 of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under [ORS 105.470](#), fill out only Section 1.
- 9 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the
- 10 Property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the
- 11 seller's choice should be directed to a qualified attorney.

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

12 **Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

13 You may claim an exclusion under [ORS 105.470](#) only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2

14 of this form completely.

- 15 *Initial only the exclusion you wish to claim.*
- 16 \_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #
- 17 \_\_\_\_\_, issued by \_\_\_\_\_.
- 18 \_\_\_\_\_ This sale is by a financial institution that acquired the Property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.
- 19 \_\_\_\_\_ Seller is a court appointed (*select only one*)  receiver,  personal representative,  trustee,  conservator, or  guardian.
- 20 \_\_\_\_\_ This sale or transfer is by a governmental agency.

21 Signature(s) of Seller(s) claiming exclusion:

22 Seller \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

23 Print Karla Schmidt Trustee Schmidt Family Trust 12/16/03

24 Seller \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

25 Print Robert Schmidt Trustee Schmidt Family Trust 12/16/03

26 Signature(s) of Buyer(s) to acknowledge Seller's claim:

27 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

28 Print \_\_\_\_\_

29 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

30 Print \_\_\_\_\_

#### IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION

31 **Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT:**

32 (NOT A WARRANTY) ([ORS 105.464](#))

33 NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE

34 PROPERTY LOCATED AT 1240 Chetco Ave., Brookings, OR 97415 (THE "PROPERTY").

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

Seller Initials KS / RS

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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## SELLER'S PROPERTY DISCLOSURE STATEMENT

35 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415  
36 \_\_\_\_\_ (the "Property")

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

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

46 Seller (select one)  is  is not occupying the Property.

## I. SELLER'S REPRESENTATIONS

47 The following are representations made by Seller and are not the representations of any financial institution that may have made or may make a loan  
48 pertaining to the Property, or that may have or take a security interest in the Property, or any real estate licensee engaged by Seller or Buyer.

49 (Select or fill in an answer to each question below. Select "N/A" if a question is not applicable to the Property.)

50 \*If you mark "Yes" on items with \*, attach a copy or explain on an attached sheet.

## 51 1. TITLE

- 52 A. Do you have legal authority to sell the Property? .....  Yes  No  Unknown
- 53 B. \*Is title to the Property subject to any of the following? .....  Yes\*  No  Unknown  
54  First right of refusal  Option  Lease or rental agreement  Other listing  Life estate
- 55 C. \*Is the Property being transferred an unlawfully established unit of land?.....  Yes\*  No  Unknown
- 56 D. \*Are there any encroachments, boundary agreements, boundary disputes or  
57 recent boundary changes? .....  Yes\*  No  Unknown
- 58 E. \*Are there any rights of way, easements, licenses, access limitations or  
59 claims that may affect your interest in the Property? .....  Yes\*  No  Unknown
- 60 F. \*Are there any agreements for joint maintenance of an easement or right of way? .....  Yes\*  No  Unknown
- 61 G. \*Are there any governmental studies, designations, zoning overlays, surveys or  
62 notices that would affect the Property? .....  Yes\*  No  Unknown
- 63 H. \*Are there any pending or existing governmental assessments against the Property? .....  Yes\*  No  Unknown
- 64 I. \*Are there any zoning violations or nonconforming uses? .....  Yes\*  No  Unknown
- 65 J. \*Is there a boundary survey for the Property? .....  Yes\*  No  Unknown
- 66 K. \*Are there any covenants, conditions, restrictions or private assessments that affect  
67 the Property? .....  Yes\*  No  Unknown
- 68 L. \*Is the Property subject to any special tax assessment or tax treatment that may  
69 result in levy of additional taxes if the Property is sold?.....  Yes\*  No  Unknown

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

Seller Initials KS RS

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**SELLER'S PROPERTY DISCLOSURE STATEMENT**

70 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415  
71 \_\_\_\_\_ (the "Property")

**72 2. WATER****73 A. Household water**

74 (1) The source of the water is (select ALL that apply):  Public  Community  Private  Other (specify) \_\_\_\_\_

**75 (2) Water source information:**

76 a. \*Does the water source require a water permit? .....  Yes\*  No  Unknown  
77 If yes, do you have a permit? .....  Yes  No  Unknown  N/A

78 b. Is the water source located on the Property? .....  Yes  No  Unknown  N/A  
79 \*If not, are there any written agreements for a shared water source? .....  Yes\*  No  Unknown  N/A

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

82 d. If the source of water is from a well or spring, have you had any of the  
83 following in the past 12 months? .....  Yes  No  Unknown  N/A  
84  Flow test  Bacteria test  Chemical contents test

85 e. \*Are there any water source plumbing problems or needed repairs? .....  Yes\*  No  Unknown

86 (3) Are there any water treatment systems for the Property? .....  Yes  No  Unknown  
87  Leased  Owned

**88 B. Irrigation**

89 (1) Are there any  water rights or  other irrigation rights for the Property? .....  Yes  No  Unknown

90 (2) \*If any exist, has the irrigation water been used during the last five-year period? .....  Yes\*  No  Unknown  N/A

91 (3) \*Is there a water rights certificate or other written evidence available? .....  Yes\*  No  Unknown  N/A

**92 C. Outdoor sprinkler system**

93 (1) Is there an outdoor sprinkler system for the Property? .....  Yes  No  Unknown

94 (2) Has a back flow valve been installed? .....  Yes  No  Unknown  N/A

95 (3) Is the outdoor sprinkler system operable? .....  Yes  No  Unknown  N/A

**96 3. SEWAGE SYSTEM**

97 A. Is the Property connected to a public or community sewage system? .....  Yes  No  Unknown

98 B. Are there any new public or community sewage systems proposed for the Property? .....  Yes  No  Unknown

99 C. Is the Property connected to an on-site septic system?.....  Yes  No  Unknown

100 (1) If yes, when was the system installed? .....  Unknown  N/A

101 (2) \*If yes, was the system installed by permit? .....  Yes\*  No  Unknown  N/A

102 (3) \*Has the system been repaired or altered? .....  Yes\*  No  Unknown  N/A

103 (4) \*Has the condition of the system been evaluated and a report issued? .....  Yes\*  No  Unknown  N/A

104 (5) Has the septic tank ever been pumped? .....  Yes  No  Unknown  N/A  
105 If yes, when? \_\_\_\_\_  N/A

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

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- 108 (6) Does the system have a pump? .....  Yes  No  Unknown  N/A
- 109 (7) Does the system have a treatment unit such as a sand filter or an aerobic unit?.....  Yes  No  Unknown  N/A
- 110 (8) \*Is a service contract for routine maintenance required for the system? .....  Yes\*  No  Unknown  N/A
- 111 (9) Are all components of the system located on the Property? .....  Yes  No  Unknown  N/A
- 112 D. \*Are there any sewage system problems or needed repairs? .....  Yes\*  No  Unknown
- 113 E. Does your sewage system require on-site pumping to another level? .....  Yes  No  Unknown

114 **4. DWELLING INSULATION**

- 115 A. Is there insulation in the:
- 116 (1) Ceiling? .....  Yes  No  Unknown
- 117 (2) Exterior walls?.....  Yes  No  Unknown
- 118 (3) Floors? .....  Yes  No  Unknown
- 119 B. Are there any defective insulated doors or windows? .....  Yes  No  Unknown

120 **5. DWELLING STRUCTURE**

- 121 A. \*Has the roof leaked? .....  Yes\*  No  Unknown
- 122 If yes, has it been repaired? .....  Yes  No  Unknown  N/A
- 123 B. Are there any additions, conversions or remodeling? .....  Yes  No  Unknown
- 124 If yes, was a building permit required? .....  Yes  No  Unknown  N/A
- 125 If yes, was a building permit obtained? .....  Yes  No  Unknown  N/A
- 126 If yes, was final inspection obtained? .....  Yes  No  Unknown  N/A
- 127 C. Are there smoke alarms or detectors? .....  Yes  No  Unknown
- 128 D. Are there carbon monoxide alarms? .....  Yes  No  Unknown
- 129 E. Is there a woodstove or fireplace insert included in the sale? .....  Yes  No  Unknown
- 130 \*If yes, what is the make? \_\_\_\_\_
- 131 \*If yes, was it installed with a permit?.....  Yes\*  No  Unknown  N/A
- 132 \*If yes, is a certification label issued by the United States Environmental Protection
- 133 Agency (EPA) or the Department of Environmental Quality (DEQ) affixed to it? .....  Yes\*  No  Unknown  N/A
- 134 F. \*Has pest and dry rot, structural or "whole house" inspection been done within the
- 135 last three years? .....  Yes\*  No  Unknown
- 136 G. \*Are there any moisture problems, areas of water penetration, mildew odors or
- 137 other moisture conditions (especially in the basement)? .....  Yes\*  No  Unknown
- 138 \*If yes, explain on attached sheet the frequency and extent of problem and any insurance
- 139 claims, repairs or remediation done.
- 140 H. Is there a sump pump on the Property?.....  Yes  No  Unknown
- 141 I. Are there any materials used in the construction of the structure that are or have been
- 142 the subject of a recall, class action suit, settlement or litigation? .....  Yes  No  Unknown
- 143 If yes, what are the materials? \_\_\_\_\_

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

Seller Initials KS / RS

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144 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415  
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- 146 (1) Are there problems with the materials? .....  Yes  No  Unknown  N/A  
147 (2) Are the materials covered by a warranty? .....  Yes  No  Unknown  N/A  
148 (3) Have the materials been inspected? .....  Yes  No  Unknown  N/A  
149 (4) Have there ever been claims filed for these materials by you or by previous owners? .....  Yes  No  Unknown  N/A  
150 If yes, when? \_\_\_\_\_  N/A  
151 (5) Was money received? .....  Yes  No  Unknown  N/A  
152 (6) Were any of the materials repaired or replaced? .....  Yes  No  Unknown  N/A

**153 6. DWELLING SYSTEMS AND FIXTURES**

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

- 155 A. Electrical system, including wiring, switches, outlets and service .....  Yes  No  Unknown  
156 B. Plumbing system, including pipes, faucets, fixtures and toilets .....  Yes  No  Unknown  
157 C. Water heater tank .....  Yes  No  Unknown  
158 D. Garbage disposal .....  Yes  No  Unknown  N/A  
159 E. Built-in range and oven .....  Yes  No  Unknown  N/A  
160 F. Built-in dishwasher .....  Yes  No  Unknown  N/A  
161 G. Sump pump .....  Yes  No  Unknown  N/A  
162 H. Heating and cooling systems  
163 (1) Heating systems .....  Yes  No  Unknown  N/A  
164 (2) Cooling systems .....  Yes  No  Unknown  N/A  
165 I. Security system  Owned  Leased.....  Yes  No  Unknown  N/A  
166 J. Are there any materials or products used in the systems and fixtures that are or have  
167 been the subject of a recall, class action suit settlement or litigation? .....  Yes  No  Unknown  
168 If yes, what product? \_\_\_\_\_  
169 (1) Are there problems with the product? .....  Yes  No  Unknown  N/A  
170 (2) Is the product covered by a warranty? .....  Yes  No  Unknown  N/A  
171 (3) Has the product been inspected? .....  Yes  No  Unknown  N/A  
172 (4) Have claims been filed for this product by you or by previous owners?.....  Yes  No  Unknown  N/A  
173 If yes, when? \_\_\_\_\_  
174 (5) Was money received? .....  Yes  No  Unknown  N/A  
175 (6) Were any of the materials or products repaired or replaced? .....  Yes  No  Unknown  N/A

**176 7. COMMON INTEREST**

- 177 A. Is there a Home Owners' Association or other governing entity? .....  Yes  No  Unknown  
178 Name of Association or Other Governing Entity: \_\_\_\_\_  
179 Contact Person: \_\_\_\_\_

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

Seller Initials KS / KS**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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### SELLER'S PROPERTY DISCLOSURE STATEMENT

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181 \_\_\_\_\_ (the "Property")

182 Address: \_\_\_\_\_  
183 Phone Number: \_\_\_\_\_

184 B. Regular periodic assessments: \$ \_\_\_\_\_ per  Month  Year  Other \_\_\_\_\_

185 C. \*Are there any pending or proposed special assessments? .....  Yes\*  No  Unknown

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

189 E. Is the Home Owners' Association or other governing entity a party to pending  
190 litigation or subject to an unsatisfied judgment? .....  Yes  No  Unknown  N/A

191 F. Is the Property in violation of recorded covenants, conditions and restrictions or in  
192 violation of other bylaws or governing rules, whether recorded or not? .....  Yes  No  Unknown  N/A

193 **8. SEISMIC**

194 A. Was the house constructed before 1974? .....  Yes  No  Unknown  
195 If yes, has the house been bolted to its foundation? .....  Yes  No  Unknown  N/A

196 **9. GENERAL**

197 A. Are there problems with settling, soil, standing water or drainage on the Property  
198 or in the immediate area? .....  Yes  No  Unknown

199 B. Does the Property contain fill? .....  Yes  No  Unknown

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

202 D. Is the Property in a designated floodplain? .....  Yes  No  Unknown  
203 Note: Flood insurance may be required for homes in a floodplain.

204 E. Is the Property in a designated slide or other geologic hazard zone? .....  Yes  No  Unknown

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

208 G. Are there any tanks or underground storage tanks (for example, septic, chemical, fuel,  
209 etc.) on the Property? .....  Yes  No  Unknown

210 H. Has the Property ever been used as an illegal drug manufacturing or distribution site? .....  Yes  No  Unknown  
211 \*If yes, was a Certificate of Fitness issued? .....  Yes\*  No  Unknown  N/A

212 **10. FULL DISCLOSURE BY SELLER(S)**

213 A. \*Are there any other material defects affecting this Property or its value that a  
214 prospective buyer should know about? .....  Yes\*  No  
215 \*If yes, describe the defect on attached sheet and explain the frequency and extent  
216 of the problem and any insurance claims, repairs or remediation.

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

Seller Initials KS / RS

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

217 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415  
218 \_\_\_\_\_ (the "Property")

**VERIFICATION**

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

222 Total number of pages attached, including all addenda, reports, or any other documents. (complete even if zero) \_\_\_\_\_

223 Seller Karla Schmidt Date/Time 3-11-26 ←  
224 Print Karla Schmidt Trustee Schmidt Family Trust 12/16/03

225 Seller Robert Schmidt Date/Time 3-11-26 ←  
226 Print Robert Schmidt Trustee Schmidt Family Trust 12/16/03

**II. BUYER'S ACKNOWLEDGMENT**

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

229 B. Each Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made  
230 only by Seller and are not representations of any financial institution that may have made or may make a loan pertaining to the Property, or that  
231 may have or take a security interest in the Property, or of any real estate licensee engaged by Seller or Buyer. A financial institution or real estate  
232 licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in  
233 another party's disclosure statement required by this section or any amendment to the disclosure statement.

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

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

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

242 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←  
243 Print \_\_\_\_\_

244 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←  
245 Print \_\_\_\_\_

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

247 Real Estate Agent \_\_\_\_\_ ← Real Estate Firm (identify) \_\_\_\_\_

248 Date received by Agent \_\_\_\_\_

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

1 Buyer(s) \_\_\_\_\_  
 2 Seller(s) **Karla Schmidt Trustee Schmidt Family Trust 12/16/03, Robert Schmidt Trustee Schmidt Family Trust 12/16/03**  
 3 Property Address or Tax ID # **1240 Chetco Ave., Brookings, OR 97415**  
 4 \_\_\_\_\_ (the "Property")

5 This Exterior Siding/Stucco/E.I.F.S. Disclosure (this "Disclosure") is provided by Seller to inform Buyer about the siding products used on the exterior  
6 of the structures located on the Property.

7 In addition to natural wood siding, commercially made siding products have been used on the exterior of homes and other structures. Commercially  
8 made siding products (referred to in this Disclosure as "Siding") have been used in lap (board), panel (sheet), Stucco, (including Exterior Insulated  
9 Finishing Systems ["E.I.F.S."]), and other applications in a variety of textures. Some of these products have been involved in class action lawsuits.  
10 Buyer and Seller are advised that the Buyer's Agent and Seller's Agent cannot guarantee when, if ever, claims from such lawsuits will be paid. Buyer(s)  
11 is/are advised some claims that have been paid by companies pursuant to the terms of class action settlements have been less than initially promised  
12 or expected by the recipients.

13 Buyer has the duty to pay diligent attention to any material defects which are known to Buyer or can be known by Buyer by utilizing diligent attention  
14 and observation.

**SELLER'S DISCLOSURE**

15 Disclosures contained in this form are provided by Seller on the basis of Seller's actual knowledge of the Property at the time of disclosure. Seller will  
16 notify Buyer of any material corrections or changes to the answers below.

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

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

32 \*Explain all answers to questions numbered 3-7 marked "Yes:" \_\_\_\_\_  
 33 \_\_\_\_\_  
 34 \_\_\_\_\_  
 35 \_\_\_\_\_  
 36 \_\_\_\_\_  
 37 \_\_\_\_\_  
 38 \_\_\_\_\_  
 39 \_\_\_\_\_

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

Seller Initials KS / RS / \_\_\_\_\_ / \_\_\_\_\_

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

**SIGNATURES**

40	Buyer	_____	Date/Time	_____	←
41	Print	_____			
42	Buyer	_____	Date/Time	_____	←
43	Print	_____			
44	Buyer	_____	Date/Time	_____	←
45	Print	_____			
46	Buyer	_____	Date/Time	_____	←
47	Print	_____			
<hr/>					
48	Seller	<i>Karla Schmidt</i>	Date/Time	7-11-26	←
49	Print	<b>Karla Schmidt Trustee Schmidt Family Trust 12/16/03</b>			
50	Seller	<i>Robert Schmidt</i>	Date/Time	3-11-26	←
51	Print	<b>Robert Schmidt Trustee Schmidt Family Trust 12/16/03</b>			
52	Seller	_____	Date/Time	_____	←
53	Print	_____			
54	Seller	_____	Date/Time	_____	←
55	Print	_____			
<hr/>					
56	Buyer's Agent(s)	_____			
57	Seller's Agent(s)	<b>Ron Reel</b>			

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

**LEAD-BASED PAINT DISCLOSURE ADDENDUM**

1 Property Address or Tax ID # 1240 Chetco Ave., Brookings, OR 97415  
2 \_\_\_\_\_ (the "Property")

3 This Lead-Based Paint Disclosure Addendum (this "LBP Disclosure Addendum") must be part of every Real Estate Sale Agreement for the sale of a  
4 home built before 1978. A copy of the completed LBP Disclosure Addendum may be treated as an original.

5 **1. LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978  
6 is notified such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning.  
7 Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
8 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential  
9 real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's  
10 possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is  
11 recommended prior to purchase.

12 **2. AGENT'S ACKNOWLEDGMENT:**

13 (a) RS / \_\_\_\_\_ (Seller's Agent Initials) Seller's Agent has informed Seller of Seller's obligations under [42 U.S.C. § 4852d](#) and is  
14 aware of Seller's Agent's responsibility to ensure compliance with [40 C.F.R. 745 Subpart E](#).

15 (b) \_\_\_\_\_ / \_\_\_\_\_ (Buyer's Agent Initials, or enter N/A if not applicable) If the Buyer's Agent will receive compensation from the Seller,  
16 Buyer's Agent has informed Seller of Seller's obligations under [42 U.S.C. § 4852d](#) and is aware of Buyer's Agent's responsibility to ensure  
17 compliance with [40 C.F.R. 745 Subpart E](#).

18 **3. SELLER'S DISCLOSURE:**

19 (a) Seller must initial either (i) or (ii) below regarding the presence of lead-based paint and/or lead-based paint hazards:

20 (i) \_\_\_\_\_ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the Property: *(describe what is known)*  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 (ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

24 (b) Seller must initial either (i) or (ii) below regarding records and reports available to the Seller:

25 (i) \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint  
26 hazards in the Property (the "LBP Documents"): *(list documents)* \_\_\_\_\_  
27 \_\_\_\_\_

28 (ii) X Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Property.

29 **4. BUYER'S ACKNOWLEDGMENT:**

30 (a) If Seller has initialed item 3(b)(i) of the Seller's Disclosure, Buyer has: *(initial [i] or [ii] below)*

31 (i) \_\_\_\_\_ received the LBP Documents.

32 (ii) \_\_\_\_\_ not received the LBP Documents. If Buyer receives the LBP Documents after Buyer has signed this LBP Disclosure  
33 Addendum, Buyer will initial below:

34 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_

35 (b) \_\_\_\_\_ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

36 (c) Buyer must initial either (i) or (ii) below, confirming Buyer has: *(initial one)*

37 (i) \_\_\_\_\_ received a ten (10) Day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the  
38 presence of lead-based paint and/or lead-based paint hazards; or

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

Seller Initials RS / RS

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

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### LEAD-BASED PAINT DISCLOSURE ADDENDUM

39 (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based  
40 paint hazards.

41 **5. RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD:** If this LBP Disclosure Addendum is Delivered to Buyer  
42 after Buyer's offer is accepted by Seller unless waived pursuant to Buyer's Acknowledgment of this LBP Disclosure Addendum, Buyer shall have the  
43 right to cancel the Real Estate Sale Agreement within ten (10) Days (or other mutually agreed upon period) which will commence on the day following  
44 the date of Delivery by Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) will be promptly  
45 refunded to Buyer, and this transaction will be terminated.

46 **6. CERTIFICATION OF ACCURACY:** The Parties and their agents have reviewed their statements above and certify, to the best of their knowledge,  
47 that their statements are true and accurate.

48 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

49 Print \_\_\_\_\_

50 Buyer \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

51 Print \_\_\_\_\_

52 Seller Karla Schmidt Date/Time 3-11-26 ←

53 Print Karla Schmidt Trustee Schmidt Family Trust 12/16/03

54 Seller Robert Schmidt Date/Time 3-11-26 ←

55 Print Robert Schmidt Trustee Schmidt Family Trust 12/16/03

56 Buyer's Agent 1 \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

57 Print \_\_\_\_\_

58 Buyer's Agent 2 \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

59 Print \_\_\_\_\_

60 Seller's Agent 1 Ron Reel Date/Time 3-11-26 ←

61 Print Ron Reel

62 Seller's Agent 2 \_\_\_\_\_ Date/Time \_\_\_\_\_ ←

63 Print \_\_\_\_\_

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**