

File No.: 7064-4193270

First American Title Insurance Company

Printed: 08/29/2024, 12:28 PM

Officer/Escrow Officer: Shara Bauman/SNB

PO Box 3948 /, 57100 Beaver Drive, Bldg 6 • Sunriver, OR 97707

Settlement Location:

Phone: (541)593-5242 Fax: (866)902-9874



First American Title™

PO Box 3948 /, 57100 Beaver Drive, Bldg 6,
Sunriver, OR 97707

Estimated Settlement Statement

Property Address: 17153 Wood Duck Ct, Bend, OR 97707

Buyer: Oregon Water Wonderland Property Owners Association, Unit II, Inc

Seller: Ted Chang

Lender:

Settlement Date: 08/30/2024

Disbursement Date:

Description	Buyer	
	Debit	Credit
Financial		
Sale Price	295,000.00	
Deposit: Receipt No. 706427276 on 08/14/2024 by Oregon Water Wonderland Unit 2 Property Owner Association		2,950.00
Prorations/Adjustments		
Association Dues 08/30/24 to 05/01/25 @\$295.00/yr	197.21	
County Taxes 07/01/24 to 08/30/24 @\$1,033.33/yr		169.40
Title Charges & Escrow / Settlement Charges		
E-recording Fee to First American Title Insurance Company	5.00	
Escrow/Closing Fee to First American Title Insurance Company	775.00	
Commission		
Real Estate Commission to Realty One Group Discovery	5,900.00	
Government Recording and Transfer Charges		
Record Warranty Deed-First to Deschutes County Clerk	108.00	
Miscellaneous		
Transfer Fee to Mile High Community Management	300.00	
Subtotals	302,285.21	3,119.40
Due From Buyer		299,165.81
Totals	302,285.21	302,285.21

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Acknowledgement

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

Buyer(s):

Oregon Water Wonderland Property Owners
Association, Unit II, Inc, an Oregon corporation

By:  _____

Name: Gary Baton

Title: President

 _____
Escrow Officer: Shara Bauman



First American Title™

First American Title Insurance Company

395 SW Bluff Drive, Suite 100
Bend, OR 97702
Phn - (541)382-4201
Fax - (866)524-9203

First American Title Insurance Company
PO Box 3948 /, 57100 Beaver Drive, Bldg 6
Sunriver, OR 97707

Order No: 7064-4193270
08/14/2024

Attn: Shara Bauman, Escrow Officer
Phone No.: (541)593-4201 - Fax No.: (866)902-9874
Email: sbauman@firstam.com

READ & APPROVED
DATE 8/29/24
[Signature]

Preliminary Title Report

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Deschutes County Tax Roll:

17153 Wood Duck Ct, Bend, OR 97707

2021 ALTA Owners Standard Coverage	Liability \$	295,000.00	Premium \$	703.00	STR
2021 ALTA Owners Extended Coverage	Liability \$		Premium \$		
2021 ALTA Lenders Standard Coverage	Liability \$		Premium \$		
2021 ALTA Lenders Extended Coverage	Liability \$	292,050.00	Premium \$	380.00	
Endorsement 9.10, 22 & 8.1			Premium \$	100.00	
Govt Service Charge			Cost \$	30.00	
City Lien Search			Cost \$		
Other			Cost \$		

Proposed Insured Lender:

Proposed Borrower: Oregon Water Wonderland Unit 2 Property Owner Association

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of August 09, 2024 at 8:00 a.m., title to the fee simple estate is vested in:

Ted Chang

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
 8. Taxes for the fiscal year 2024-2025 a lien due, but not yet payable
 9. Subject to rules and regulations, including the levies, liens, assessments, rights of way, and easements of Oregon Water Wonderland Improvement District.

10. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Deschutes River and the ownership of the State of Oregon in that portion lying below the high water mark of Deschutes River.
11. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Deschutes River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
12. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: May 20, 1940
Recording Information: as Book 58, Page 548
From: Shevlin Hixon Company
To: N. A. Peterson
For: rights for logging purposes on and adjacent to the Deschutes river

NOTE: These rights were essential for logging operations when water ways were the primary means of transporting timber from forests to mill sites. Brooks-Scanlon, Inc., the successor in interest to said rights, is alleged to have advised interested and developers that they have no intent or desire to go back to old methods of logging operations. However, they further advise they are quite reluctant to release any rights which they now hold of record.

13. Easement, including terms and provisions contained therein:
Recording Information: September 16, 1953 as Book 105, Page 147 and October 05, 1954 as Book 108, Page 329 and re-recorded December 06, 1954 as Book 108, Page 593 and also recorded January 19, 1955 as Book 109, Page 197
In Favor of: United States of America, Deschutes Reclamation Project
For: rights of easements to flood, seep or otherwise damage by release of water
14. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: September 05, 1969 as Book 166, Page 723

Modification and/or amendment by instrument:
Recording Information: October 17, 1969 as Book 167, Page 367

Modification and/or amendment by instrument:
Recording Information: May 20, 1970 as Book 170, Page 121

Modification and/or amendment by instrument:
Recording Information: December 04, 1978 as Book 289, Page 129

Modification and/or amendment by instrument:
Recording Information: June 15, 1979 as Book 301, Page 151

Modification and/or amendment by instrument:
Recording Information: May 08, 2001 as Volume 2001, Page 21717

15. Restrictions shown on the recorded plat/partition of Oregon Water Wonderland Unit No. 2.
16. All lot frontage on roadways subject to utility easement as set forth on the official plat.
17. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: December 15, 1982 as Book 365, Page 813

Modification and/or amendment by instrument:
Recording Information: May 02, 1984 as Book 54, Page 102
18. Agreement and the terms and conditions thereof:
Between: Midstate Electric Cooperative, Inc., a cooperative corporation
And: Whispering Pines, Inc.
Recording Information: September 24, 1984 as Book 74, Page 9
19. Easement, including terms and provisions contained therein:
Recording Information: June 05, 1985 as Book 96, Page 1819
In Favor of: Midstate Electric Cooperative, Inc., a cooperative corporation
For: electric line right of way
20. The By-Laws, including the terms and provisions thereof of Oregon Water Wonderland Unit 2.
Recorded: August 25, 1992 as Book 274, Page 1062

Modification and/or amendment by instrument:
Recording Information: December 15, 1992 as Book 285, Page 1008

Modification and/or amendment by instrument:
Recording Information: January 16, 1996 as Book 396, Page 2828

Modification and/or amendment by instrument:
Recording Information: February 19, 1999 as Volume 1999, Page 8273
21. Regulations and Assessments of Oregon Water Wonderland Property Owners Association Unit II Homeowner's Association, as set forth in Declaration recorded August 25, 1992 as Book 274, Page 1062.
22. Declaration of Compliance with O.R.S. 93.270(2) for Oregon Water Wonderland Property Owners Association, including terms and provisions thereof.
Recorded: December 15, 2022 as Instrument No. 2022-43406

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against Oregon Water Wonderland Unit 2 Property Owner Association that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2023-2024 PAID IN FULL

Tax Amount:	\$1,033.33
Map No.:	201024A004800
Property ID:	125258
Tax Code No.:	1020

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: Statutory Warranty Deed recorded April 22, 2024 as Instrument No. 2024-09841, Robert E. Wilson and Sharon J. Wilson to Ted Chang.

NOTE: Notice of Written Order, Deschutes County Forestland Classification Committee, recorded January 17, 2019 as Instrument No. 2019-01721, Deschutes County, Oregon.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

John Cozier
TITLE OFFICER
jcozier@firstam.com

THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!

RECORDING INFORMATION

Filing Address: **Deschutes County**
1300 NW Wall Street
Bend, OR 97703

Recording Fees: \$ **93.00 First Page**
Comprised of:
\$ 5.00 per page
\$10.00 per document - Public Land Corner Preservation Fund
\$11.00 per document - OLIS Assessment & Taxation Fee
\$61.00 per document - Oregon Housing Alliance Fee
\$6.00 per document - GIS Fee

\$ 5.00 E-Recording fee per document
\$ 5.00 for each additional page
\$ 5.00 for each additional document title, if applicable
\$ 20.00 Non-Standard Document fee, if applicable
\$200.00 Re conveyance Fee

cc: Oregon Water Wonderland Unit 2 Property Owner Association
cc: Ted Chang
cc:

cc: Christine Larsen, Berkshire Hathaway HomeServices Northwest Real Estate
57100 Beaver Drive P.O. Box 4306, Bend, OR 97707
cc: Chance Jackson, Realty One Group Discovery
185 SW Shevlin Hixon Dr. #201, Bend, OR 97702

Exhibit "A"

Real property in the County of Deschutes, State of Oregon, described as follows:

Lot 1, Block 58, PLAT OF UNIT NO. 2 OF OREGON WATER WONDERLAND, Deschutes County, Oregon.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

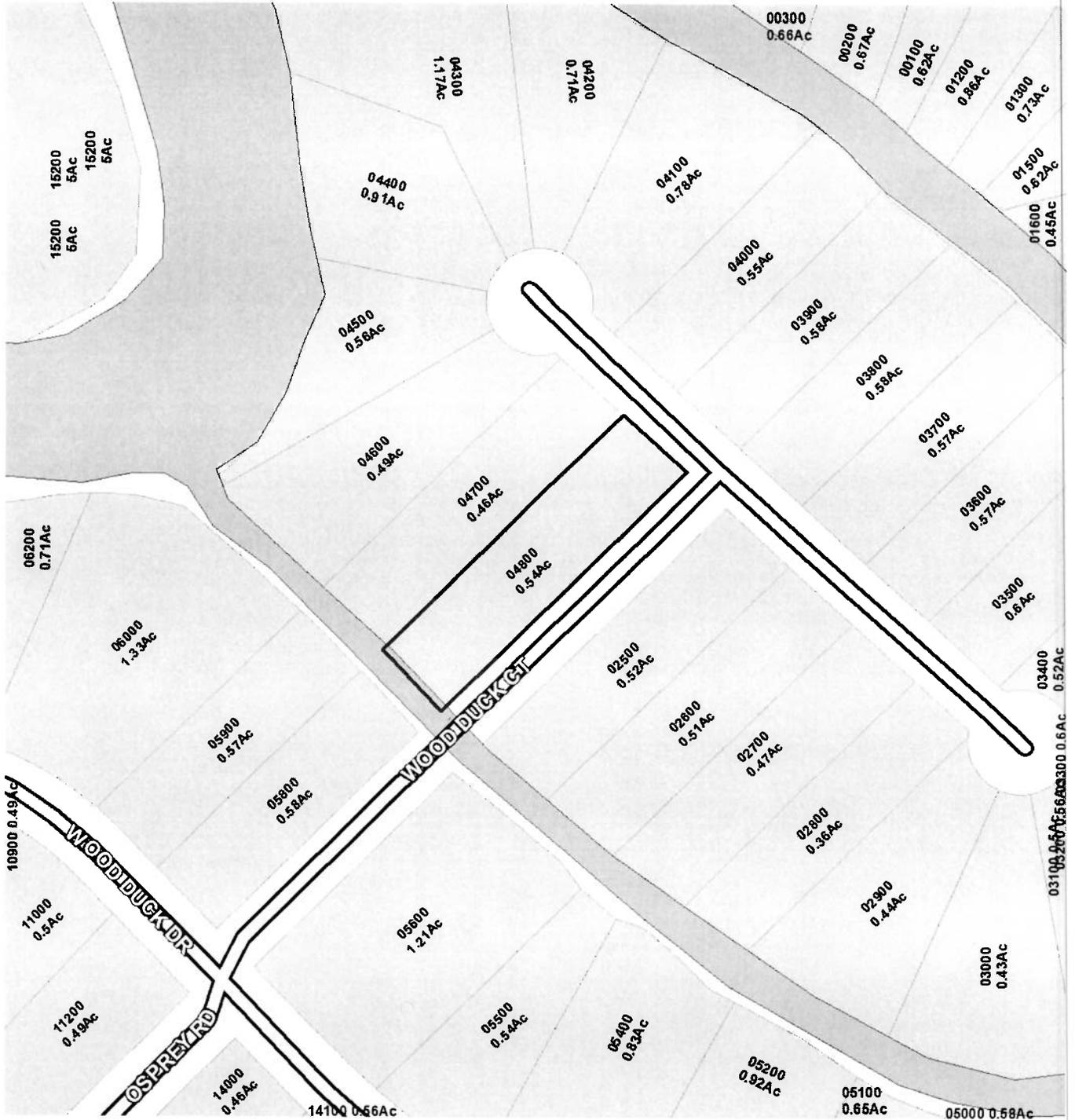
Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



Taxlot



Subject



Taxlot



To: **First American Title Insurance Company, "Settlement Agent"**
Shara Bauman, Escrow Officer

File No.: **7064-4193270**
Date: **August 29, 2024**

Re: **17153 Wood Duck Ct, Bend, OR 97707, "Property"**
Oregon Water Wonderland Property Owners Association, Unit II, Inc, "Buyer"
Ted Chang, "Seller"
Collectively, "Parties"

Purchase/Sale Settlement Instructions

This document contains the Buyer's and Seller's (the "Parties") agreed-upon instructions to the Settlement Agent (also known as and referred to as "Escrow Holder", "Escrow Agent" or "Closing Agent" in documents used in this transaction) for providing settlement services in addition to the issuance of title insurance. If applicable, this document may be modified by state-specific supplemental Settlement Instructions.

Settlement Agent is either a direct operation or wholly owned operation of First American Title Insurance Company, a national title insurance underwriter.

Settlement Agent may decline to provide settlement services if no title insurance policy is to be issued.

Important Facts to Help Reduce Cyber Fraud Risk

Real estate transactions are frequently targeted for cyber fraud. Parties to transactions can take steps to reduce the risk of falling victim. Here are some important facts you should know:

- **Settlement Agent banks with First American Trust, FSB ABA Routing Number 122241255. Your escrow officer's email address is sbauman@firstam.com and any instructions sent from an email address with a different email domain that directs you to send funds elsewhere may be fraudulent. Prior to wiring your funds, contact us at (541)593-5242.**
- **Parties requesting that funds be wired will be asked to provide accurate and complete instructions prior to closing.**
- **Any changes to a party's wiring instructions must be verified in person.**

A. Settlement Agent Responsibilities

Settlement Agent's obligations and responsibilities are limited **only** to those it has agreed to in writing and as required to comply with applicable laws. No other obligation or duty will be assumed or implied.

B. Parties' Instructions to Settlement Agent

The Parties instruct and authorize Settlement Agent to perform the following services to complete and process the settlement of the purchase and sale of the Property pursuant to a real estate purchase contract that has been provided to the Settlement Agent by the Parties:

- Order a title insurance commitment or preliminary report for the purpose of issuing a policy or policies (collectively the "Policy") of title insurance upon the completion of the sale and transfer of the Property to the Buyers. The Policy to be issued to Buyer and/or Buyer's lender(s) will be issued by a title insurance company ("Title Insurer") that may be the Settlement Agent or an affiliated company.
- Deposit funds presented into Settlement Agent's general escrow account. This account is non-interest bearing but may provide certain benefits to the Settlement Agent if permitted by applicable law.

- Obtain payoffs of loans, liens and assessments shown in the title insurance commitment or preliminary report that are to be paid as part of the settlement or as required to issue the Policy.
- Prepare a settlement statement itemizing charges to the Parties, including:
 - invoices submitted by or on behalf of the Parties;
 - payoff demands submitted by any person having a lien or interest in the Property;
 - property taxes, property owner's association dues and/or rents;
 - prorations of property taxes or other items between the Parties such as property owner's association dues, rents, or deposits;
 - fees and charges due to Settlement Agent and the Title Insurer;
 - fees due to a lender;
 - fees due pursuant to the contract or other instructions provided by the Parties;
 - other items that are part of this transaction.
- Adjust prorations based on the actual settlement date without further instruction from the Parties. Any adjustments or re-prorations after closing will be made between the Parties without Settlement Agent's involvement.
- Prepare or select a provider to prepare needed documents, including deeds, mortgages and deeds of trust, as permitted by law if customary in the property jurisdiction.
- Deliver copies of documents it receives to real estate agents, mortgage brokers, lenders and attorneys identified in the transaction in relation to their role. Documents delivered to an agent, attorney, or representative of any Party, or to a Party that is registered with our Transactions portal to the portal, will be deemed delivered to the Party.
- Coordinate with the Buyer's lender(s), if any, including providing requested information, and receiving and processing loan documents.
- Share taxpayer identification numbers of the respective Parties if required for federal withholding purposes, or in relation to financing provided by the Seller for the benefit of the Buyer's purchase of the Property.
- Make non-material corrections to documents, such as correction of typographical errors.
- Once all conditions precedent are satisfied, released, approved or waived, proceed to close the transaction absent written instructions to the contrary provided prior to the disbursement of funds or recording of documents.
- Deliver and disburse funds and documents to the Parties at the addresses provided.
- Deliver for filing with the appropriate government entity, documents delivered by the Parties to transfer and/or encumber the title to the Property.
- Deliver or cause to be delivered the Policy containing the exceptions shown on the title commitment or preliminary report other than those being paid or released in this transaction, and deeds of trust, mortgages or other voluntary liens, encumbrances or other restrictions or agreements executed or agreed to by Buyer in this transaction, subject to terms, provisions and conditions of the Policy.
- May, in its sole discretion, hold funds for title curative matters for which it does not have a final amount available to pay at time of closing.
- Report the sale to the IRS via form 1099-S with the Seller's U.S. taxpayer identification number (provided by the Seller) unless the Seller can prove an exemption from reporting. Settlement Agent may report the sale under federal regulations, even if the Seller claims an exemption.
- Submit payment and required forms for any state income tax withholding obligations of the Buyer from the Seller, resulting from the sale of real property if and as required by law.
- As a courtesy, issue payment for federal income tax withholding obligations of the Buyer from the Seller, due as a result of the sale of real property by a foreign seller per FIRPTA. ("FIRPTA" is the Foreign Investment in Real Property Tax Act of 1980, a United States tax law that imposes income tax on foreign persons disposing of US real property interests. Purchasers of real property interests sold by a foreign person are required to withhold tax on payment for the property. The amount of withholding may vary and purchasers may be liable if the withholding is not paid timely to the IRS.)
- Retain records of transactions in accordance with Settlement Agent's record retention policy.
- Provide other services as may be required by law or specified in written instructions by the parties and agreed to by Settlement Agent in writing.

C. Parties Obligations and Responsibilities

The Parties agree:

- to execute documents required to complete the transaction and issue the Policy;

- to provide any additional instructions to Settlement Agent or modify existing instructions to Settlement Agent ***in writing***;
- to disclose in advance to Settlement Agent any deposits of funds to be made by third parties, such as gift funds; all such deposits are subject to Settlement Agent's acceptance of the funds and conditions and terms to be specified by Settlement Agent including providing contact information for any third-party depositors, furnishing their government issued identification, taxpayer identification (social security) number, address and occupation, and signing separate instructions regarding deposit and use of their funds;
- to notify Settlement Agent of any error or omission in the settlement statement immediately upon receipt;
- to comply with cancellation requirements of the Settlement Agent including payment of any service or cancellation fees required by Settlement Agent or applicable law;
- to make up any shortages in funds due from the respective Party inadvertently omitted by the Settlement Agent or as a result of incorrect amounts shown on the settlement statement; and if any documents do not accurately contain all of the agreed terms of the transaction due to an error by Settlement Agent, any of the Parties, or others, the Parties will execute new documents to correct the error upon request by the other Party or Settlement Agent.
- Buyer will deposit funds in a timely manner, pursuant to contract terms, in the form of payment acceptable to Settlement Agent which payment must be made in compliance with the respective state's good funds laws; payments made in any manner other than via wire transfer may delay final closing while Settlement Agent verifies the payment.
- Buyer will be the withholding agent as prescribed under FIRPTA if the seller is subject to federal withholding; and
- at closing, after review of the title commitment or preliminary report, Seller will represent and warrant that all outstanding bills on the Property are paid current, and that there are no liens on the Property, and there are no tenants or parties in possession of any of the Property, except as disclosed in the title commitment or preliminary report. Seller also agrees not to borrow any more funds from a line of credit secured by the Property and authorizes Settlement Agent to close the line of credit on Seller's behalf.

D. Parties Acknowledge Limits of Settlement Agent Responsibilities

As the Settlement Agent's obligations are limited to the specific matters described above, unless otherwise provided for in these Instructions, the Parties and their agents will also be responsible for:

- obtaining their own legal, tax or financial services for which a license is required;
- obtaining fire, hazard or liability insurance from an insurance company or agent of Buyer's choice.
- coordinating delivery of possession (including keys) after closing;
- verifying the condition of the Property and the completion or sufficiency of repairs;
- tracking contract contingencies;
- handling personal property issues such as transferring title to equipment, fixtures and other personal property, clearing any loans or liens on those items, and payment of personal property taxes;
- transferring utilities;
- paying bills not secured by the Property other than those shown on the settlement statements (if payment of an unsecured debt or bill not associated with the transaction is required by the Buyer's lender, additional instructions are to be executed by buyer);
- resolving conflicting instructions between the Parties before Settlement Agent closes the transaction;
- paying or prorating any post-closing retroactive property tax assessment not insured against by the Policy resulting from reassessment in value, change in land usage, including changes caused by natural disasters, construction of new improvements, failure to timely remove property tax exemptions, or loss of any homestead status; and
- Buyer acting as the withholding agent under FIRPTA.

E. Other Agreements of Parties

Copies of Documents; Electronic Signatures, Executed in Counterpart: Settlement Agent is authorized to rely upon a copy of any document as if it were an original, may agree to accept electronically signed documents, and may rely on documents executed in counterpart. If requested, original documents shall be delivered to Settlement Agent, which may withhold performing escrow functions such as providing documents or funds due to the party until the requested original documents are delivered to Settlement Agent. Documents to be recorded MUST contain original ink signatures unless use of a digital original has been approved in advance.

Remote Online Notary (RON) Authorization: Any document for use in this transaction may be executed electronically and any document, including deeds, mortgages, or deeds of trust that requires notarization, may be executed and notarized digitally using a notary in a state where there is a currently effective RON law.

This authorization permits, but does not require, electronic execution of documents or notarization via RON and is subject to requirements of Settlement Agent and Title Insurer. This authorization is contingent upon the governmental recorder of the Property accepting RON notarized documents for recording in electronic or paper form.

Additional Fees for Third Party Services: Settlement Agent may incur additional costs for services performed by third parties. The fees charged by Settlement Agent for such services including, but not limited to, wire transfers, overnight deliveries, messengers or other third-party services, may include a markup to cover costs incurred by the Settlement Agent, if and as permitted by applicable law.

Payoffs to Lenders/Lienholders: Payoffs of existing loans or liens may be made as required by the lender. Payoffs may include additional days of interest to account for delivery. Certain payments, such as home equity line of credit payoffs, may require additional time to process. Settlement Agent will not be responsible for obtaining a refund of any overages or return of escrow account balances.

Property Survey Matters: The title insurance commitment or preliminary report may disclose a standard policy survey exception, which will show on the Policy unless a survey meeting Settlement Agent's or government requirements is provided to the Settlement Agent prior to closing. Any encroachments or other matters disclosed on a survey may be added as additional exceptions on the Policy.

Indemnity, Hold Harmless and Limit of Liability: The Parties agree to indemnify and hold Settlement Agent harmless from any loss or damage arising from or pertaining to the Parties' conduct, requirements, action or inaction regarding the matters addressed herein or for any other loss or damage that is not caused by Settlement Agent. Settlement Agent's sole responsibility arises under the instructions given to and agreed to by Settlement Agent. **The Parties further waive any special, incidental, punitive or consequential damages arising out of or in connection with the instructions given to Settlement Agent.**

Interpleader Action: In the event of a dispute that may limit or affect Settlement Agent's performance or duties to provide its escrow services or any time after escrowed funds become dormant as determined by Settlement Agent, Settlement Agent may, AT ITS SOLE DISCRETION, file an action in interpleader, or file any other appropriate and necessary action, and deposit the escrowed funds with the clerk of the court. All costs, fees and expenses including attorney's fees incurred by the Settlement Agent in an action may be deducted from the escrowed funds held prior to or upon depositing any of the remaining escrowed funds with the clerk of the court. Upon filing of an action in interpleader, or other appropriate and necessary action, the Settlement Agent will be deemed fully released and discharged from any obligations, duties or requirements imposed by these or other instructions given to Settlement Agent. This paragraph does not limit any interpleader or other rights Settlement Agent may have under applicable law.

State Escheatment Requirements: Settlement Agent may forward any balance of escrowed funds held to the applicable state agency or department requiring the disposition or handling of unclaimed property pursuant to the applicable state's unclaimed property act or administrative rules (known as escheatment). Once funds have been escheated, it may be necessary for the Parties to file a claim with the State in order to receive the escheated funds. Settlement Agent will have no further duty with respect to the funds or to assist with any Party's claim to receive the funds.

Force Majeure: Settlement Agent shall not be liable for a failure or delay in performing any of its obligations to the extent that such failure or delay is due to causes beyond the reasonable control of the Settlement Agent, including but not limited to: (a) unusually severe weather or other acts of God; (b) fire, explosion or earthquake; (c) war, invasion, terrorism, riot or other civil unrest; (d) governmental laws, orders, restrictions, embargoes or blockages; (e) national or regional emergency; (f) highly infectious diseases, epidemics, pandemics; (g) injunctions, strikes, lockouts, or other industrial disturbances, (h) inability to obtain or use necessary transportation, power or infrastructure, (i) inability to obtain or use necessary products or materials, (j) cyber or ransomware attacks, unavailability of communications, data, or computer systems resulting from unauthorized

actions or activity, business cessation, failure of any financial institution, or other forms of business interruption, or (k) other causes whether similar or dissimilar to the foregoing ("force majeure").

F. Dispute Resolution: Please read this arbitration provision carefully. It requires the resolution of disputes by arbitration on an individual basis rather than by jury trials or class actions.

- (a) The Parties acknowledge that they are entering into this arbitration agreement in connection with escrow services related to a real estate transaction. The Parties agree that all disputes and claims involving Settlement Agent that arise out of or relate to the escrow services in any way must be resolved by arbitration. This arbitration agreement is intended to be broadly interpreted, and the obligation to arbitrate includes disputes or claims brought by or against the Parties' respective affiliates, owners, agents, employees, representatives, predecessors, successors, assigns, and any beneficiaries of the escrow services, such as those with an interest in the underlying real estate transaction or who are or intend to be occupants, tenants, or owners of the property. Notwithstanding the foregoing, any party may bring an individual action in small claims court, so long as the action remains in that court. Any dispute as to the arbitrability of claims or the scope or enforceability of this arbitration provision, or as to the interpretation of paragraph (d) below, is for the court to decide. The services provided by Settlement Agent evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of the Escrow.
- (b) Arbitration Procedures. The arbitrator shall be bound by the terms of this arbitration provision. The arbitration will be governed by the Commercial Arbitration Rules or, where applicable, the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The AAA shall administer the arbitration. If the AAA is unavailable, the arbitration will be administered by another arbitration provider that the Parties agree to or that the court selects. Arbitrators may consider but shall not be bound by rulings in prior arbitrations involving different customers. Arbitrators shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. Unless the Parties agree otherwise, any in-person arbitration hearings shall be in the county in which the underlying real estate at issue in the transaction is located.
- (c) Arbitration Costs. The Settlement Agent will pay all AAA filing, administrative, and arbitrator fees for any arbitration that the Settlement Agent commences. If another party commences arbitration and the value of that claim is \$75,000 or less (to either party), the Settlement Agent will pay all AAA fees. If, however, the arbitrator finds that the substance of such a claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules.
- (d) Prohibition of Class or Representative Actions and Non-Individualized Relief. UNDER THIS AGREEMENT, ANY CLAIM MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all Parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. The arbitrator may award any relief that a court could award, so long as the relief is individualized to the claimant and would not affect other persons. No party may seek non-individualized relief that would affect persons other than the Parties themselves. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim or request for a particular remedy (such as a request for injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

Buyer(s):

Oregon Water Wonderland Property Owners
Association, Unit II, Inc, an Oregon corporation

By: 
Name: Gary Baton
Title: President

Seller(s):

Ted Chang

Purchase/Sale Settlement Instructions - Supplemental - Oregon

These instructions are not intended to alter, modify or change the purchase contract and/or Purchase/Sale Settlement Instructions between the parties, with any addendums/amendments thereto, for the above referenced Property except with respect to the following:

Deletion of Indemnity: The provision in the Purchase/Sale Settlement Instructions titled *Indemnity, Hold Harmless and Limit of Liability* is hereby deleted in its entirety. [Reference ORS 696.581(8)].

Real Property Taxes:

If the closing occurs between July 1st and date the real property tax roll is certified by the county, real property tax prorations for the current fiscal year will be based upon real property taxes for the prior fiscal year. The undersigned accept this method of estimation and proration as the final determination and proration of current fiscal year real property taxes for purposes of this closing. The undersigned acknowledge that First American Title Insurance Company is not responsible for re-prorating real property taxes after the closing, even if actual current fiscal year real property taxes are different than prior fiscal year real property taxes.

Buyer understands that at least 1/3 of real property taxes will be due and payable by November 15th. Buyer acknowledges that they will need to contact the county tax collection office to obtain the tax payment information if the tax statement is not received by November 1st in order to avoid any delinquent charges.

You are to prorate real property taxes in accordance with the terms of the purchase and sale agreement or ORS 311.275 if the purchase and sale agreement is silent on prorations.

Oregon Tax Withholding: When applicable, the Parties authorize and instruct Settlement Agent to withhold and submit the necessary forms and sums, if any, to the Oregon Department of Revenue pursuant to ORS 314.258 and related administrative rules. When this amount is based upon net proceeds, escrow is to use the final net proceeds as set out in the Final Settlement Statement.

Deposits: Settlement Agent may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association, or other financial services entity. It is understood that Settlement Agent, except by virtue of separate signed instructions as required by State of Oregon regulation, shall be under no obligation to invest the funds deposited on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Settlement Agent while it holds such funds.

The undersigned are hereby informed that Settlement Agent deposits all funds into a non-interest-bearing account and receives or may receive certain credits and benefits including, without limitation, checks, deposit slips, data processing and account services from or through various financial entities as a result of the banking relationships maintained in the regular course of its escrow and title insurance business. The undersigned hereby waive any and all rights or claims with respect to such credits and benefits received by the Settlement Agent or any affiliates thereof. A good faith estimate of the benefits received by Settlement Agent is \$36 (based on 2021 results) per escrow transaction. This disclosure is made in compliance with Oregon Administrative Rule 863-50-065. Any funds remaining on deposit after closing or refunds received by Settlement Agent will be refunded to the party whose account was charged. No further instructions will be required by any party prior to the disbursement of any such refund by Settlement Agent. Settlement Agent will charge an accounting fee of \$10.00 for each month any funds are held after one (1) month in the event the person(s) entitled to such funds, after reasonable and diligent effort, cannot be found. Settlement Agent may charge a reasonable fee for replacement and/or stale dated checks.

Utilities: The undersigned acknowledge that water, sewer, irrigation district, waste collection, electricity, and other utility charges, and inventory for propane and fuel oil, will be adjusted and prorated outside of this escrow by the Parties and Settlement Agent shall have no obligation or responsibility for such adjustment or proration.

Compliance with Various Oregon Laws. Settlement Agent has no liability or responsibility with respect to compliance with the requirements of ORS 537.330 (relating to water rights), any Oregon laws or rules pertaining to well testing, onsite sewage systems, wood stoves or wood burning fireplace inserts, smoke and carbon

monoxide alarms, or historic property designation, or any Oregon laws or rules pertaining to any other seller disclosure laws.

Authorization to Communicate with Lender: Settlement Agent is authorized to (a) communicate with the beneficiary of any trust deed paid at closing; (b) request on behalf of the grantor reconveyances of such trust deed; and (c) utilize the provisions of ORS 86.720 et seq. in order to release the lien of such trust deed, if necessary.

Duty to Cooperate: The Parties acknowledge that they have a continuing obligation to cooperate with Settlement Agent in good faith to enable Settlement Agent to fulfill its responsibilities under these escrow instructions. Such obligations shall survive the closing of the transaction described herein and shall include, without limitation, the obligation to: (a) disclose to Settlement Agent any liens, encumbrances or any other rights, claims or matters known to a Party which affect or relate to the property and transaction referred to in this agreement; (b) return to Settlement Agent for proper disposition any funds, documents or other property which are, for any reason, improperly or mistakenly released to any persons; (c) not draw upon, and use best efforts to permanently close, any line of credit that is intended to be closed after the closing (as evidenced by signed line of credit closure instructions); (d) pay any charges, advances or expenses that are properly chargeable to the parties; and (e) to proceed pursuant to the provisions of ORS 86.720 to take those steps necessary to secure an appropriate deed of reconveyance of any trust deed which has been paid and fully satisfied.

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE SETTLEMENT AGENT. [REFERENCE ORS 9.160(6)].

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN SETTLEMENT AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU. [REFERENCE ORS 696.581(4)]

Buyer(s):

Oregon Water Wonderland Property Owners
Association, Unit II, Inc, an Oregon corporation

By: 

Name: Gary Baton
Title: President

Seller(s):

Ted Chang

ACKNOWLEDGEMENT - UTILITY SERVICES

File No.: 7064-4193270
Property: 17153 Wood Duck Ct, Bend, OR 97707

The Property may be served by municipal or other governmental ("Municipal" or "Municipality") provided utility services, including without limitation, water, sanitary sewer, storm sewer, irrigation, and waste collection services (collectively, "Utility Services").

In connection with resale transactions, Settlement Agent's sole responsibility is to search the applicable Municipal lien docket for Utility Services charges actually entered against the Property in the lien docket as of the date of closing. This search will NOT identify outstanding or delinquent Utility Services charges that have not yet been entered against the Property in the Municipal lien docket as of the date of closing. SETTLEMENT AGENT HAS NO OBLIGATION TO CONTACT THE APPLICABLE MUNICIPALITY BY PHONE, EMAIL OR OTHER MEANS OF COMMUNICATION TO DETERMINE IF THERE ARE OUTSTANDING OR DELINQUENT UTILITY SERVICES CHARGES AFFECTING THE PROPERTY.

Buyer is strongly encouraged to contact the applicable Municipality prior to closing to determine if there are outstanding or delinquent Utility Services charges affecting the Property, and to determine how to handle outstanding or delinquent Utility Services charges discovered through such inquiry.

WARNING: IF THERE ARE OUTSTANDING OR DELINQUENT UTILITY SERVICES CHARGES AFFECTING THE PROPERTY, THE MUNICIPALITY MAY ATTEMPT TO COLLECT SUCH UTILITY SERVICES CHARGES FROM BUYER, EVEN IF SELLER OR ANOTHER PRIOR OWNER OR TENANT OF THE PROPERTY FAILED TO PAY THESE EXPENSES. THE FAILURE BY BUYER TO PAY OUTSTANDING OR DELINQUENT UTILITY SERVICES CHARGES COULD RESULT IN A COLLECTION ACTION AGAINST BUYER OR THE MUNICIPALITY SHUTTING OFF FUTURE UTILITY SERVICES.

Buyer(s):

Oregon Water Wonderland Property Owners
Association, Unit II, Inc, an Oregon corporation

By: _____


Name: Gary Baton
Title: President



After recording return to:
Oregon Water Wonderland Property
Owners Association, Unit II, Inc
PO Box 1048
Bend, OR 97709

Until a change is requested all tax
statements shall be sent to the
following address:
Oregon Water Wonderland Property
Owners Association, Unit II, Inc
PO Box 1048
Bend, OR 97709

File No.: 7064-4193270 (SNB)
Date: August 12, 2024

THIS SPACE RESERVED FOR RECORDER'S USE

READ & APPROVED
DATE 8/24/24
[Signature]

STATUTORY WARRANTY DEED

Ted Chang, Grantor, conveys and warrants to **Oregon Water Wonderland Property Owners Association, Unit II, Inc, an Oregon corporation**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Deschutes, State of Oregon, described as follows:

Lot 1, Block 58, PLAT OF UNIT NO. 2 OF OREGON WATER WONDERLAND, Deschutes County, Oregon.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
2. The **2024-2025** Taxes, a lien not yet payable.

The true consideration for this conveyance is **\$295,000.00**. (Here comply with requirements of ORS 93.030)



First American Title™

First American Title Insurance Company
PO Box 3948 /, 57100 Beaver Drive, Bldg 6
Sunriver, OR 97707
Phn - (541)593-5242
Fax - (866)902-9874

RECEIPT AND APPROVAL OF PRELIMINARY TITLE REPORT AND DEED - BUYERS

To: **First American Title Insurance Company**

Date: August 12, 2024

File No: 7064-4193270

Re: 17153 Wood Duck Ct, Bend, OR 97707

The above referenced escrow is hereby modified in the following particulars only:

Title Approval: Buyers acknowledge receipt of a copy of the Preliminary Title Report (a copy of which is included in this closing package) issued in connection with this escrow for the above-referenced property (the "**Property**").

Buyers hereby approve the contemplated policy form and acknowledge that the Owner's Policy of Title Insurance issued at closing will be subject to all exceptions shown in the Preliminary Title Report, except:

1. Delinquent taxes and assessments (unless Buyers have agreed to assume such delinquent taxes and assessments); or
2. Deeds of trust, mortgages, judgment liens, federal tax liens, state tax warrants, and other voluntary and/or involuntary liens created by Sellers or any prior owner of the Property (unless Buyers have agreed to assume such voluntary or involuntary liens).

The policy shall also be subject to any deeds of trust and other documents executed by Buyers and recorded in the real estate public records as part of this escrow.

Buyers further acknowledge that First American Title Insurance Company has not examined the public records for any involuntary liens that may be of record against Buyers (such as judgment liens). Buyers understand that, should there be any involuntary liens recorded against Buyers at the time Buyers acquire title to the Property, these involuntary liens will become liens on the title to the Property.

Deed Approval: Buyers acknowledge receipt of a copy of the warranty or other deed (a copy of which is included in this closing package) that will be used by Sellers to convey the Property to Buyers at closing, and Buyers hereby approve such deed.

Oregon Water Wonderland Property Owners
Association, Unit II, Inc, an Oregon corporation

By: _____

Name: Gary Batton
Title: President

Please Complete and Return to:
First American Title Insurance Company
PO Box 3948 /, 57100 Beaver Drive, Bldg 6
Sunriver, OR 97707
Attn: Shara Bauman

File No. 7064-4193270 SNB
Fax No. (866) 638-9769

READ & APPROVED
DATE 8/29/24
PMT

Current Owner: Ted Chang
Property Address: 17153 Wood Duck Ct, Bend, OR 97707

1. Amount of Assessment? \$ 295.00 Paid to Oregon Water Wonderland II Monthly Quarterly Semi-Annually Annually
Amount of Late Fee \$ _____ Effective date of L.F. _____
2. Is assessment current? Yes No If not, delinquent amount due \$ _____
Delinquent amount covers what period? _____ to _____
3. Date next assessment is due: Covering 05.01.25 to 04.30.26 \$ 295.00
Any Special Assessments? _____
4. Is hazard insurance included in assessment fee? Yes No
If yes, please provide the following information:
Name of Co/Agent _____ Phone # _____
Policy No.: _____ Premium \$ _____ Paid thru _____
Is the policy a common area policy or a master fire insurance policy? _____
5. Transfer fee? Yes No
If yes, payable to Mile High Community Management Amount Due \$ 300.00
6. Statement fee? Yes No
If yes, payable to _____ Amount Due \$ _____
7. Disclosure fee? Yes No
If yes, payable to _____ Amount Due \$ _____
8. Inspection fee? Yes No
If yes, payable to _____ Amount Due \$ _____
9. Impound account? Yes No
If yes, payable to _____ Amount Due \$ _____
10. Who pays taxes? _____
- 11a. Are there any violations of restrictions on Seller's property? Yes No
- 11b. Are there any violations of restrictions affecting the HOA? Yes No
If yes on either question, state violation: _____

Penalty/fine due to violation: \$ _____

TOTAL AMOUNT DUE AS OF THE DATE OF THIS STATEMENT \$ 300.00

12. Approval Required? Yes No If yes, approval from whom: _____
Name _____ How do we contact? _____
13. Copy of Deed at closing? Yes No
14. Name of Planned Unit Development: _____
Association President/Contact: _____ How do we contact? _____

Oregon Water Wonderland POA Unit II Phone No: 541-598-7662

By: √ Date: 08.15.24

Mailing Address: P.O. Box 1048 City: Bend State: OR Zip: 97709
Reproduced by First American Title Insurance 1/2001



First American Title™

First American Title Insurance Company
PO Box 3948 /, 57100 Beaver Drive, Bldg 6
Sunriver, OR 97707
Phn - (541)593-5242
Fax - (866)902-9874

58/1

Oregon Water Wonderland Sanitation
55841 Swan Road
Bend, OR 97707

August 13, 2024
File No.: 7064-4193270

Attn:

Re: Lot 1, Block 58, OWW Unit 2
Seller: Ted Chang
Buyer: Oregon Water Wonderland Unit 2 Property Owner Association
Property: 17153 Wood Duck Ct, Bend, OR 97707
Tax Account No.: 125258

We, as Escrow Agent, are handling a transaction on the above referenced property. Please advise us of any water rights or assessments against this property. Kindly return this information via fax to Fax No. 866-903-8254.

Should you have any questions or need assistance please contact the undersigned.

First American Title Insurance Company

Team Shara, Assistant for
Shara Bauman, Escrow Officer

Assessments

An assessment of \$ 0.00 covers the lien period beginning ___/___/___ to ___/___/___.

The balance owing is \$ 0.00 plus interest from ___/___/___ at the rate of \$ _____ per diem.

Transfer Fee \$ 0.00 Acres of Water _____

Please indicate which of the following applies:

Assessed Adjudicated
Vested Permitted

Please show the point of delivery if map is attached.

Signed by: Elisa Davis

Date: 8/15/24

This vacant lot is not connected to the sewer system at this time. Service is available at the street and the SDC and Connection Fee for connecting to the sewer is \$12,570.00 and is subject to change.

READ & APPROVED
DATE 8/29/24
[Signature]