

NOTICE OF BUYER'S UNCONDITIONAL DISAPPROVAL

1 Buyer(s) _____
 2 Seller(s) _____
 3 Property Address or Tax ID # _____
 4 _____ (the "Property")

5 Buyers use this form to Notify Sellers of the occurrence of certain conditions, as permitted by the Sale Agreement or a document that amends or
 6 modifies the Sale Agreement. Capitalized terms have the meanings given to them in the Sale Agreement. To determine the legal effect of the Notice
 7 received, see the document mentioned in the item selected. In order to have legal effect, a Notice must be written, accurate and delivered within the
 8 time allowed, unless the receiving party waives the timeliness requirement. Real estate agents are not licensed as lawyers and therefore cannot
 9 explain the legal effect of notices. Buyer notifies Seller as follows (*select one*):

10 **DISAPPROVAL BASED ON INSPECTION REPORTS.** Under the Inspection Section of the Sale Agreement, or under Sections 1 and 2 of the
 11 OREF 058 – Professional Inspection Addendum, unless a written agreement has already been reached with Seller regarding Buyer's requested
 12 repairs, Buyer has until 5:00 p.m. on (*insert date*) _____ (the "Inspection Period") to (a) complete all inspections and
 13 negotiations with Seller regarding any matters disclosed in any inspection report, and (b) give Seller Notice before that time of Buyer's unconditional
 14 disapproval of the Property based on the inspection report(s). This is Buyer's written notification of Buyer's unconditional disapproval of the Property
 15 based upon one or more inspections, tests, reports or other services.

16 **CANCELLATION BASED ON LEAD-BASED PAINT CONTINGENCY:** If the Property was constructed before 1978, under the Lead-based Paint
 17 Contingency Period Section of the Sale Agreement, Buyer has _____ Calendar Days, commencing the day following delivery of the OREF 021 – Lead-
 18 Based Paint Disclosure Addendum and the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home," to (a) conduct a lead-based paint
 19 assessment or inspection, and (b) cancel this transaction on or before midnight on the last day of that period. This is Buyer's written notification of
 20 Buyer's unconditional cancellation.

21 **DISAPPROVAL DURING SYSTEM CONTINGENCY PERIOD:** Under Section 6 of the OREF 081 – Septic/Onsite Sewage System Addendum,
 22 Buyer will have _____ Business Days (ten [10] if not filled in) after the receipt of Seller's written Notice that services are completed, or after the Effective
 23 Date if no services are being completed (the "Septic Inspection Period"), in which to complete all septic inspections and negotiations with Seller
 24 regarding any matters disclosed in any Septic inspection report. This is Buyer's written notification of Buyer's unconditional disapproval of the Property
 25 based on the Septic inspection report.

26 **DISAPPROVAL OF GRAZING RIGHTS:** Under Section 25 of the OREF 005 – Farms, Ranches, Acreage & Natural Resource Property Real
 27 Estate Sale Agreement, Buyer has five Business Days after receipt of documents reasonably describing the public and/or private grazing rights
 28 affecting the Property to give Seller Notice of Buyer's disapproval of the grazing rights. This is Buyer's written notification of Buyer's disapproval of
 29 the grazing rights.

30 **DISAPPROVAL OF HOA/TOWNHOME/PLANNED COMMUNITY DOCUMENTS:** Under the terms of the OREF 024 – Homeowners Association
 31 / Townhome / Planned Community Addendum, Buyer has _____ Business Days, commencing on the next Business Day following the delivery of
 32 available Documents to Buyer, to (a) review the Documents and any Additional Documents requested by Buyer, and (b) to Notify Seller, prior to 5:00
 33 p.m. of the last day of that period, of Buyer's unconditional disapproval of any of the Documents or Additional Documents provided. This is Buyer's
 34 unconditional disapproval of any of the Documents or Additional Documents.

35 **DISAPPROVAL OF MANUFACTURED HOME PARK RULES AND REGULATIONS:** Under the terms of the OREF 012 – Manufactured Home
 36 Sale Agreement (without land), Buyer has _____ Business Days, commencing on the next Business Day following the delivery of Park Rules and
 37 Regulations to Buyer, to (a) review the Park Rules and Regulations, and (b) to Notify Seller, prior to 5:00 p.m. of the last day of that period, of Buyer's
 38 unconditional disapproval of the Park Rules and Regulations. This is Buyer's unconditional disapproval of the Park Rules and Regulations.

39 **WITHDRAWAL OF INVESTMENT PROPERTY TRANSACTION:** Under Section 8 of OREF 070 – Investment Property Addendum, Buyer has
 40 _____ Business Days after Seller Notifies Buyer of the specific documents or information that cannot or will not be provided to withdraw Buyer's offer.
 41 This is Buyer's Notice that Buyer's offer is withdrawn.

42 **DISAPPROVAL OF INVESTMENT PROPERTY DOCUMENTS:** Under Section 9 of the OREF 070 – Investment Property Addendum, Buyer has
 43 _____ Business Days, commencing on the next business day following the delivery of available Documents to Buyer, after Seller's delivery of available
 44 Documents to Buyer, to (a) review the Documents and any Additional Documents requested by Buyer, and (b) to Notify Seller, prior to 5:00 p.m. of
 45 the last day of that period, of Buyer's unconditional disapproval of any of the Documents or Additional Documents provided. This is Buyer's
 46 unconditional disapproval of any of the Documents or Additional Documents.

Buyer Initials _____ / _____ Date _____

Seller Initials _____ / _____ Date _____

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47 **TERMINATION OF MANUFACTURED HOME TRANSACTION:** Under Section 9 of the OREF 012 – Manufactured Home Sale Agreement
 48 (without land), Buyer has (a) ten Business Days of the Effective Date to be approved as a tenant by the Park Owner, and (b) _____ Business Days
 49 from receipt of Park Rules and Regulations to approve or disapprove them. This is Buyer's Notice that (*select one*): the park owner denied Buyer's
 50 application Buyer is not satisfied with the park rules and regulations.

51 **TERMINATION OF NEW CONSTRUCTION TRANSACTION:** Under Section 21 of the OREF 006 – New Residential Construction Real Estate
 52 Sale Agreement, the transaction terminates if the Buyer and Seller have not agreed upon the plans and specifications for any new construction on
 53 the Property within _____ Business Days after the Effective Date. Under the OREF 026 – New Construction Professional Inspection Addendum, Seller
 54 must correct all habitability items on the Punch-list by an amount of time reasonably necessary for completion after the Closing Date, but in no event
 55 exceeding _____ additional Business Days. This is Buyer's Notice that the transaction has terminated because (*select one*):

- 56 Buyer and Seller have not agreed upon the plans and specifications for new construction on the Property by the date in Section 21 of the
 57 Sale Agreement, or
- 58 Buyer elected to terminate after Seller failed to complete remaining habitability items by the extended closing date in the Inspection
 59 Addendum.

60 Accordingly, Buyer terminates this transaction, and the Deposits held in this transaction will be promptly returned to Buyer. Buyer will not provide all
 61 or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or
 62 within thirty (30) days following termination, Buyer will promptly comply.

63 Buyer or Buyer's Agent Signed and Delivered this Notice to Seller or Seller's Agent on (*insert date*) _____, at
 64 _____ a.m. p.m., using the Notification Method described in the Sale Agreement.

65 This Notice is not intended to act as an instruction to Escrow. If Seller and Buyer are in agreement regarding disposition of the Deposit, they shall
 66 sign an OREF 057 – Termination Agreement, and such other instruction required by Escrow, to release the funds to the designated party.

67 Buyer _____ Date _____ a.m. _____ p.m. ←
 68 Buyer _____ Date _____ a.m. _____ p.m. ←

69 **SELLER ACKNOWLEDGES RECEIPT OF THIS NOTICE:**

70 This is an acknowledgment of receipt, not an agreement that the Notice was properly delivered.

71 Seller _____ Date _____ a.m. _____ p.m. ←
 72 Seller _____ Date _____ a.m. _____ p.m. ←

73 **AGENT RECEIVING NOTICE ON SELLER'S BEHALF TO SIGN AND DATE:**

74 Seller's Agent _____ Date Received by Agent: _____ a.m. _____ p.m. ←