



# CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION – SELLER/OCCUPANT

(C.A.R. Form PEAD-S, Revised 2/21)

(Seller's Broker shall Deliver to Buyer's Broker a Signed Copy of this form upon request.)

**Property Address(es)**

3660 Larry Ct, San Jose

- RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
- GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
- SELLER AND OCCUPANT ADVISORY:** Seller and occupant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
- SELLER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS:** (i) Seller or the occupant ("Signer") is voluntarily allowing someone to enter the Property; (ii) Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the ( ☐ attached, if checked ) C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP); (iii) A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible; and (iv) No written materials or brochures describing, advertising, or marketing the Property can be available on the Property; and (v) Signer authorizes Broker or agent to electronically deliver this form and any updates to it, and the above information, including the BPPP, to all entrants.
- SIGNER REPRESENTATIONS:**
  - You understand that allowing access to the Property (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily allowing access to the Property;
  - To the best of your knowledge, you are not currently afflicted with COVID-19;
  - To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
  - You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
  - You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition, and;
  - You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.**
- MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
- EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** \_\_\_\_\_

- AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK, of allowing someone to enter the Property. **You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.**

By signing below, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Property Entry Advisory and Declaration.

Ramona E. Trujillo

(print name)

Date 3/12/2021

47A879F34B8D47C...

Person allowing entry: ☒ Seller, ☐ Occupant

(print name)

(signature)

Date

Person allowing entry: ☐ Seller, ☐ Occupant

(print name)

(signature)

Date

Person allowing entry: ☐ Seller, ☐ Occupant

(For record keeping purposes only)

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-S FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)**

Broker/Agent for Buyer ( )

Broker/Agent for Seller ( )

Seller ( ) ( )

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PEAD-S REVISED 2/21 (PAGE 1 OF 1)



## CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION – SELLER/OCCUPANT (PEAD-S PAGE 1 OF 1)

Keller Williams-Silicon Valley, 2110 S Bascom Ave Ste 101 Campbell, CA 95008  
Dave Clark

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Untitled



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# STATE TRANSFER DISCLOSURE STATEMENT

DESIGNED FOR USE WITH PRDS® FORMS



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Jose, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 3660 Larry Ct. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (DATE) March 10th 20 21. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

## I. COORDINATION WITH OTHER DISCLOSURE FORMS:

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

☐ No substituted disclosures for this transfer.

## II. SELLER'S INFORMATION:

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☒ is not occupying the property.

### A. The subject property has the items checked below (read across):\*

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Range   | <input checked="" type="checkbox"/> Oven   | <input checked="" type="checkbox"/> Microwave                               |
| <input checked="" type="checkbox"/> Dishwasher  | <input type="checkbox"/> Trash Compactor   | <input checked="" type="checkbox"/> Garbage Disposal                        |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups                                    | <input checked="" type="checkbox"/> Smoke Detector(s)  | <input checked="" type="checkbox"/> Rain Gutters                            |
| <input checked="" type="checkbox"/> Burglar Alarms  | <input checked="" type="checkbox"/> Carbon Monoxide Device(s)*   | <input type="checkbox"/> Fire Alarm   |
| <input type="checkbox"/> T.V. Antenna   | <input type="checkbox"/> Satellite Dish  | <input type="checkbox"/> Intercom   |
| <input checked="" type="checkbox"/> Central Heating   | <input checked="" type="checkbox"/> Central Air Conditioning   | <input type="checkbox"/> Evaporator Cooler(s)                               |
| <input type="checkbox"/> Wall/Window Air Conditioning                                       | <input type="checkbox"/> Sprinklers  | <input checked="" type="checkbox"/> Public Sewer Systems                    |
| <input type="checkbox"/> Septic Tank  | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Water Softener                                     |
| <input checked="" type="checkbox"/> Patio/Decking   | <input type="checkbox"/> Built-in Barbeque   | <input type="checkbox"/> Gazebo   |
| <input type="checkbox"/> Sauna  |  |   |
| <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover*             | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier*                                    | <input type="checkbox"/> Spa <input type="checkbox"/> Locking Safety Cover* |
| <input checked="" type="checkbox"/> Security Gate(s)  | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)*   | <input checked="" type="checkbox"/> Number of Remote Controls <u>2</u>      |
| <input checked="" type="checkbox"/> Garage: <input checked="" type="checkbox"/> Attached    | <input type="checkbox"/> Not Attached  | <input type="checkbox"/> Carport  |
| <input type="checkbox"/> Pool/Spa Heater: <input type="checkbox"/> Gas                      | <input type="checkbox"/> Solar   | <input type="checkbox"/> Electric   |
| <input checked="" type="checkbox"/> Water Heater: <input checked="" type="checkbox"/> Gas   | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped*                                    |   |
| <input checked="" type="checkbox"/> Water Supply: <input checked="" type="checkbox"/> City  | <input type="checkbox"/> Well  | <input type="checkbox"/> Private Utility or Other                           |
| <input checked="" type="checkbox"/> Gas Supply: <input checked="" type="checkbox"/> Utility | <input type="checkbox"/> Bottled   | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures      |
| <input checked="" type="checkbox"/> Window Screens  | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |   |

[\*See related note, page 2]

Exhaust Fan(s) in kitchen & both bathrooms 220 Volt Wiring in laundry area Fireplace(s) in living room  
 Gas Starter \_\_\_\_\_ Roof(s): Type composition Age: 6 (approx.)  
 Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No.  
 If yes, then describe. (Attach additional sheets if necessary.): \_\_\_\_\_

(\* see note on Page 2)

Buyer and Seller acknowledge receipt of a copy of this page.

Seller's Initials ( RET ) (        )

Buyer's Initials (        ) (        )

**PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

**B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?** ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components  
 Describe: \_\_\_\_\_

If any of the above is checked, explain. (Attach additional sheets if necessary): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

**C. Are you (Seller) aware of any of the following:**

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property. ☒ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ..... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ..... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides .. ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): \_\_\_\_\_

2) Fences shared responsibility with adjoining neighbors on both sides & back.

3) PG&E/utility box to the right of the driveway between property & neighbor. 12) CC&R's per Preliminary Title report.

**D. Seller Certification:**

1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

**Buyer and Seller acknowledge receipt of a copy of this page.**

Seller's Initials ( <sup>DS</sup>RET ) ( )

Buyer's Initials ( ) ( )

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Ramona E. Trujillo Date 3/12/2021  
DocuSigned by:  
 Seller 47A879F34B8D47C... Date \_\_\_\_\_

### III. AGENT'S INSPECTION DISCLOSURE:

(To be completed only if the Seller is represented by an agent in this transaction.)

**THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- ☐ Agent notes no items for disclosure.  
☒ See attached Real Estate Agent's Visual Inspection Disclosure.  
☐ Agent notes the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Agent (Broker Representing Seller) Keller Williams By Dave Clark Date 3/12/2021  
(Please Print) (Associate Licensee or Broker Signature)

### IV. AGENT'S INSPECTION DISCLOSURE:

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

- ☐ Agent notes no items for disclosure.  
☐ See attached Real Estate Agent's Visual Inspection Disclosure.  
☐ Agent notes the following items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

### V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

### I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Ramona E. Trujillo Date 3/12/2021 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
DocuSigned by:  
 Seller 47A879F34B8D47C... Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Keller Williams By Dave Clark Date 3/12/2021  
(Please Print) (Associate Licensee or Broker Signature)  
 Agent (Broker obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**

**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

**NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.**





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# PRDS® SUPPLEMENTAL SELLER CHECKLIST

DESIGNED FOR USE WITH PRDS® FORMS



Property: 3660 Larry Ct, San Jose, 95121

THE INFORMATION ENTERED ON THIS DISCLOSURE FORM IS PROVIDED BY SELLER ONLY. THIS DOCUMENT IS SOLELY A SUPPLEMENTAL DISCLOSURE; IT IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, ANY PART OF THE PURCHASE CONTRACT.

**⚠ SELLER CAUTION:** SELLER IS URGED TO CAREFULLY REVIEW THE **PRDS SELLER ADVISORY REGARDING COMPLETING THE TDS AND OTHER DISCLOSURE DOCUMENTS** PRIOR TO COMPLETING THIS FORM.

**⚠ BUYER CAUTION:** BUYER IS URGED TO CAREFULLY REVIEW THE **PRDS SAN MATEO/SANTA CLARA COUNTIES ADVISORY** IN CONNECTION WITH REVIEWING THIS FORM.

**⚠ GENERAL CAUTION:** The information provided in this Disclosure form is from Seller and NOT the Broker(s) or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify any of the information provided by Seller. Although licensed to list, sell and lease real estate, Broker(s) may not have expertise on the information in this form.

## SELLER SHALL RESPOND TO EACH AND EVERY QUESTION BELOW

If Seller is aware of any issues, conditions and/or problems, whether past or present, and whether or not previously repaired, relating to the Property, Seller shall provide a detailed explanation as specified in each Question. Seller shall attach a complete copy of all requested Documents as that term is defined below.

If additional space is needed to fully respond to any questions attach additional page(s).

**PART I. DEFINITION OF TERMS:** When there are terms in any of the questions that start with a capital letter, refer to the full definitions listed below and/or as defined in each question, so as to respond as completely as possible to all questions.

The term “**Disclosures**” in this form includes but is not limited to the Transfer Disclosure Statement (TDS), Supplemental Sellers Checklist (SSC), Seller Property Questionnaire (SPQ), Exempt Seller Disclosure (ESD), Natural Hazard Disclosure Statement (NHDS), Lead Addendum, Agent Visual Inspection, or any other written statement of knowledge about the Property completed by anyone.

The term “**Reports**” in this form includes but is not limited to structural pest, general home inspection, contractor inspection, geological or soils report, roof, pool/spa, septic, well, chimney, engineering or any other report or study regarding component(s) or issues, conditions and/or problems with any aspect of the Property.

The term “**Documents**” in this form includes but is not limited to notices, letters or rulings from any governmental entity, Reports, Disclosures, proposals, bids, estimates, invoices, billing statements, contracts, plans, drawings, videos, photographs, pictures in any format, warranties, information and operational manuals, permits, letters, and/or electronic communications including emails and social media postings.

The term “**Work**” in this form includes but is not limited to alterations, improvements, modifications, additions, corrections and/or repairs to any component or aspect of the Property whether or not there are any issues, conditions and/or problems with the Property.

The term “**Maintenance**” or “**Maintain**” in this form includes but is not limited to any Work or necessary tasks that are ongoing and/or repeated over any period of time in order to avoid or prevent issues, conditions or problems with the Property, any components of the Property, or any equipment at the Property from occurring or recurring.

## PART II. DISCLOSURES AND REPORTS (please refer to Definitions of Disclosures/Reports in Part I):

A. Do you have any Disclosures and/or Reports regarding the Property that you received before or prior to your ownership of the Property? . . . . . YES ☐ NO ☒  
If Yes, attach all Disclosures and/or Reports.

B. Do you have any Reports regarding the Property that you have received during your ownership? . . . . . YES ☒ NO ☐  
If Yes, attach all Reports.

Seller's Initials: ( <sup>DS</sup>RET ) ( )

Buyer's Initials: ( ) ( )

**PART III. ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, ADDITIONS, CORRECTIONS AND/OR REPAIRS ("WORK")**  
(please refer to Definition of Work in Part I):

- A.** Do you have any Documents regarding any Work done on and/or at the Property before or prior to your ownership of the Property? . . . . . YES ☐ NO ☒  
If Yes, attach those Documents.

- B.** Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property before or prior to your ownership? . . . . . YES ☐ NO ☒  
If Yes, state:

What Work was done?	Who performed the Work?	Were they Licensed?	Permits?	Work Finaled?
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

- C.** Do you have any Documents regarding any Work done on the Property during your ownership? . . . . . YES ☐ NO ☐  
If Yes, attach those Documents.

- D.** Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property during your ownership? . . . . . YES ☒ NO ☐

What Work was done?	Who performed the Work?	Were they Licensed?	Permits?	Work Finaled?
install skylight	_____	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

- E.** Have you experienced any issues, conditions and/or problems with the Work described in **PART III Sections A, B, C and/or D?** . . . . . YES ☐ NO ☒  
If Yes, provide all of the following information for each issue, condition and/or problem (Attach additional pages if necessary):

- What was the nature of the issues, conditions and/or problems? \_\_\_\_\_
- What steps were taken to correct the issues, conditions and/or problems? \_\_\_\_\_
- Who did the corrective Work? \_\_\_\_\_
- How often was corrective Work done? \_\_\_\_\_
- Was the person/entity who did the Work licensed? \_\_\_\_\_
- Were permits obtained for the Work? . . . . . YES ☐ NO ☐
- Was the Work finaled? . . . . . YES ☐ NO ☐
- Do you have any Documents relating to issues, conditions and/or problems described in any of the **Questions in Sections E-I through E-7?** . . . . . YES ☐ NO ☐  
If Yes, attach all Documents.

**PART IV. MAINTENANCE** (please refer to Definition of Maintenance/Maintain in Part I):

- A.** Describe what you or others on your behalf (e.g., manufacturers, professionals, handymen, etc.) have done to maintain the Property:

Seller maintained property during residence as well as contacting proper professional trades to perform repairs/replacements when necessary.

Seller's Initials: ( <sup>DS</sup>RET ) ( )

Buyer's Initials: ( ) ( )

- B.** Are you aware of any Maintenance that has been recommended by anyone (including any former owner) and/or is required to be performed on any aspect of the Property? . . . . . YES ☐ NO ☒
- If Yes**, state what Maintenance has been recommended and/or done: \_\_\_\_\_
- \_\_\_\_\_
- C.** Are you aware of any Maintenance that has **not** been done on the Property or was deferred? . . . . . YES ☐ NO ☒
- If Yes**, state what Maintenance has **not** been done or was deferred: \_\_\_\_\_
- \_\_\_\_\_

**D.** Attach all Documents regarding any **MAINTENANCE whether MAINTENANCE was done or was not done.**

**PART V. SPECIFIC SELLER DISCLOSURES:**

- A. WATER INTRUSION.** (Including but not limited to leaks, moisture and/or persistent dampness, whether or not the area dried out):
1. Are you aware of or have you experienced any Water Intrusion into, from and/or through any aspect of the Property? . . . . . YES ☐ NO ☒
- If Yes**, check all applicable locations:
- ☐ Roofs and/or gutters over any structure ☐ Attics ☐ Decks and/or balconies irrespective of location
- ☐ Skylights and/or windows ☐ Siding ☐ Doors ☐ Interior of any structure ☐ Floors and/or flooring surfaces
- ☐ Basements and/or crawl spaces ☐ OTHER \_\_\_\_\_
2. For each of the areas where there has been Water Intrusion, describe all of the following: (a) what type of Water Intrusion; (b) the frequency of the Water Intrusion; (c) what damage occurred, if any; (d) what Work was done; (e) who did the Work; (f) if Work was done, did the Water Intrusion recur? \_\_\_\_\_
- \_\_\_\_\_
3. Attach all Documents regarding any past or current **WATER INTRUSION.**

- B. SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.** Are you aware of or have you experienced and/or used any of the following:
- |  | <b>Your Property</b>  | <b>Adjacent Property</b>  |
|--|---|---|
| 1. Standing/ponding water? . . . . .                                   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 2. Flooding? . . . . .   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 3. Surface or subsurface streams, creeks, springs, aquifers? . . . . . | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 4. High water table? . . . . .   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 5. Drainage system, sub-drain/French drain/curtain drain? . . . . .    | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 6. Sump-pump(s)? . . . . .   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 7. Sub-area basement fan(s)? . . . . .                                 | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 8. Moisture barrier(s)? . . . . .                                      | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 9. Water run-off to or from your Property? . . . . .                   | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
| 10. Any other water issues, conditions and/or problems? . . . . .      | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |
- If Yes to any of the Questions in Sections B-1 through B-10, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_
- \_\_\_\_\_

Attach all Documents regarding any past and/or current **SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.**

**C. CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.**

1. Are you aware of past or present (including previously repaired) exterior and/or interior **CRACKS** in any of the following **(check all that apply)**: ☐ Foundation ☐ Steps ☐ Stairs ☐ Patios ☐ Decks ☐ Balconies
- ☐ Basement ☐ Crawlspace ☐ Boundary walls ☐ Retaining walls ☐ Walkways ☐ Sidewalks ☐ Driveways
- ☐ Chimney(s) ☐ Ceilings ☐ Beams ☐ Doorways ☐ Interior walls ☐ Exterior walls ☐ Floors ☒ Slabs
- ☐ OTHER \_\_\_\_\_ ☐ NONE

**If Yes, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? Minor cracks on garage floor.

Attach all Documents regarding any past and/or current **CRACKS**.

2. Are you aware of past or present (including previously repaired) **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY** in any of the following (**check all that apply**): ☐ Foundation ☐ Steps ☐ Stairs ☐ Patios ☐ Decks ☐ Balconies ☐ Basement ☐ Crawlspace ☐ Boundary walls ☐ Retaining walls ☐ Walkways ☐ Sidewalks ☐ Driveways ☐ Chimney(s) ☐ Ceilings ☐ Beams ☐ Doorways ☐ Interior walls ☐ Exterior walls ☐ Floors ☐ Slabs ☐ OTHER \_\_\_\_\_ ☒ **NONE**

**If Yes, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY**.

3. Are you aware of the past and/or current use of any of the following **DEVICES** (**If Yes, check all that apply**): ☐ Foundation jacks ☐ Foundation pier supports ☐ Shims ☐ OTHER \_\_\_\_\_ ☒ **NONE**

**If Yes to any of the Questions in Section C-1 through C-3, describe all of the following:** (a) the issues, conditions and/or problems which necessitated each corrective device; (b) the specific location of each corrective device; (c) who installed or used each corrective device; (d) when was each corrective device installed or used; (e) was each corrective device effective or did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current **DEVICES**.

**D. SOILS.** Are you aware of or have you experienced any issues, conditions and/or problems with the following:

	Your Property		Adjacent Property	
1. Landfill (of any material)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
2. Grading?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
3. Compaction?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
4. Cut and fill?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
5. Landslide?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
6. Earth movement, slippage or sliding?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
7. Earth Settlement?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
8. Erosion?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
9. Any other soil issues, conditions and/or problems?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

**If Yes to any of the Questions in Section D-1 through D-9, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current **SOILS** issues, conditions and/or problems.

**E. EXTERIOR ELEMENTS.** Are you aware of the following (**If Yes, check all that apply**):

1. Repair, restoration, replacement (full or partial) of any of the following: ☒ Roof ☐ Gutters ☐ Downspouts ☐ Eaves ☐ Awnings ☐ Skylights ☐ Steps ☐ Stairs ☐ Patios ☐ Decks ☐ Balconies ☐ Siding ☒ Windows ☐ OTHER \_\_\_\_\_ ☐ **NONE**
2. Blockages in ☐ Gutters ☐ Downspouts ☐ OTHER \_\_\_\_\_ ☒ **NONE**

**Seller's Initials:** ( RET ) (            )

**Buyer's Initials:** (            ) (            )



**If Yes to any of the Questions in Section E-1 through E-2, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Replaced roof (approx 2015), replaced windows to double pane approx (2016/2017).

Attach all Documents regarding any past and/or current issues, conditions and/or problems with **EXTERIOR ELEMENTS**.

**F. INTERIOR ELEMENTS.** Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- |   |                              |  |
|---|------------------------------|--|
| 1. Squeaking, sloping or out-of-level floors? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 2. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum, stone or any other flooring surface? . . . . . | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 3. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 4. Windows and/or doors that stick or bind, are out of plumb, fail to latch, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? . . . . .                         | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 5. Windows and/or doors that are drafty and/or emit noise caused by wind? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 6. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is not "safety glass"? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 7. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is cracked, chipped or broken? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 8. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights? . . . . .  | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 9. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g. stains, spots, tears, odors, and/or malfunctions)? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

**If Yes to any of the Questions in Sections F-1 through F-9, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **INTERIOR ELEMENTS**.

**G. HEATING SYSTEM(S) (including but not limited to the furnace, other equipment generating heat, thermostat, registers, heat pumps, vents and/or duct work).** If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following Questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Describe the type of Heating System(s) in the Property including the source of heat, such as electricity, gas, propane or any other source: <u>gas, with electric switch to pilot gas heating system.</u> |                              |  |
| 2. Have you ever used any supplemental heating devices (e.g. space heaters)? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <b>If Yes, state which room(s) and frequency of use:</b> _____   |                              |  |
| 3. What is the approximate age of the heating system(s)? Years: <u>6 years</u>   |                              |  |
| 4. When was the Heating System(s) last serviced and by whom? Date: <u>approx 2017</u>  |                              |  |
| By: _____  |                              |  |
| 5. Are there any rooms or areas in the structure that are not directly served by the Heating System(s) and/or are not adequately heated by the Heating System? . . . . .                                     | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 6. Are you aware of any issues, conditions or problems with any aspect of the Heating System(s)? . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| 7. Are you aware of any aspect of the Heating System(s) that has not been used in the last twelve (12) months? . . . . .   | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

**If Yes to any Questions in Sections G-5, G-6 and/or G-7 describe all of the following:** (a) the issues, conditions and/or problems (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **HEATING SYSTEM(S)**.

**Seller's Initials:** ( RET ) (        )

**Buyer's Initials:** (        ) (        )

**H. AIR CONDITIONING ("A/C") SYSTEM(S) (including but not limited to the compressor, other equipment generating cool air, thermostat, registers, vents and/or duct work).** If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following questions: ☐ **Not Applicable** – Property does not have A/C

- Describe the type of Air Conditioning System(s) in the Property including the power source, such as electricity, propane or any other source: electricity.
- Have you ever used any supplemental devices to cool the Property (e.g. fans)? . . . . . YES ☒ NO ☐  
If Yes, state in which room(s) and frequency of use: ceiling fans in living room, kitchen, family room, master bedroom, two in patio.
- What is the approximate age of the Air Conditioning System(s)? Years approx 35+ years
- When was the Air Conditioning System(s) last serviced and by whom? Date: approx 2016 By: \_\_\_\_\_
- Are there any rooms or areas in the structure that are not directly served by the Air Conditioning System(s) and/or are not adequately cooled by the Air Conditioning System(s)? . . . . . YES ☐ NO ☒
- Are you aware of any issues, conditions and/or problems with any aspect of the Air Conditioning System(s)? . . . . . YES ☒ NO ☐
- Are you aware of any aspect of the Air Conditioning System(s) that has not been used in the last twelve (12) months? . . . . . YES ☐ NO ☒

**If Yes to any Questions in Sections H-5, H-6 and/or H-7, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_  
7) older A/C unit, still operates, but needs repair or be replaced, may leak freon.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **AIR CONDITIONING SYSTEM(S)**.

**I. ELECTRICAL SYSTEM(S), FIXTURES AND APPLIANCES (including but not limited to the transformer, meter, panel, circuit breakers, fuses, circuits, wiring, control panels or instruments, switches, receptacles, fixtures, and appliances):**

Are you aware of or have you experienced any issues, conditions and/or problems with any of the following aspects of the Electrical System(s):

- The installation, repair, or Work performed to that system(s) by you or by any other person or company? YES ☐ NO ☒
- Failure of any component of the Electrical System(s)? . . . . . YES ☐ NO ☒
- Any non-functioning switches, outlets or receptacles? . . . . . YES ☐ NO ☒
- Any lights that are non-functioning, flickering and/or dimming? . . . . . YES ☐ NO ☒
- Blown fuses, tripped circuit breakers, GFI button trips, arcing, and/or shorting? . . . . . YES ☐ NO ☒
- Any ungrounded outlets, switches or other electrical fixtures? . . . . . YES ☐ NO ☒
- Shorts, ground or arc faults, overloading, and/or poor circuit wire connections? . . . . . YES ☐ NO ☒
- Any fixture, appliance, or any other aspect of the Electrical System(s) that has not been used within the past twelve (12) months? . . . . . YES ☐ NO ☒
- Any fixtures or appliances that are not visible (such as central vacuums) whether or not those fixtures or appliances are operable? . . . . . YES ☐ NO ☒
- Any type of back-up generator in use at the Property at any time? . . . . . YES ☐ NO ☒

**If Yes to any of the Questions in Sections I-1 through I-10, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **ELECTRICAL SYSTEM(S)**.

**J. PHOTOVOLTAIC/SOLAR ELECTRICAL SYSTEM(S) (including but not limited to panels, mounting racks, array DC disconnect, inverter, battery pack, power, utility, or kilowatt meter, generators, backup generator panels, breaker panel, AC panel, circuit breaker panel, control panels or instruments, charge controllers, switches, receptacles, fixtures, and appliances):**

- Is there any Photovoltaic Solar System(s) used at the Property or any component thereof? . . . . . YES ☒ NO ☐  
If Yes, check all applicable boxes: ☒ Owned ☐ Leased ☐ Financed  
Attach a copy of all applicable documents (e.g., contracts, leases, notes, security instruments, etc.)
- Are you aware of or have you experienced any issues, conditions and/or problems with the use, leasing or ownership of the Photovoltaic/Solar Electrical System(s)? . . . . . YES ☐ NO ☒

Seller's Initials: ( RET ) (            )

Buyer's Initials: (            ) (            )

**If Yes, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions or problems with the **PHOTOVOLTAIC/SOLAR ELECTRICAL SYSTEM(S)**.

**K. COMMUNICATION DEVICE(S); ENTERTAINMENT DEVICE(S); SECURITY SYSTEM(S).**

1. TELEPHONE SERVICE. Your **Phone** service is provided by (check all that apply): ☒ Land Line ☒ Cellular ☐ Satellite  
☐ Internet (e.g. VOIP) ☐ Other \_\_\_\_\_ ☐ NONE

Identify your phone service provider(s): unknown (tenant use)

2. INTERNET SERVICE. Your **Internet** service at the Property is provided by (check all that apply): ☒ Cable ☐ DSL  
☐ Fiber Optic ☐ Cellular Phone Service ☐ Satellite ☐ Other \_\_\_\_\_ ☐ NONE

Identify your Internet Service Provider(s) (e.g., cable, satellite, telephone, etc): \_\_\_\_\_

3. TELEVISION SERVICE. Your **Television** service/reception at the Property is provided by (check all that apply): ☒ Cable  
☒ DSL ☐ Fiber Optic Cable ☐ Antenna ☐ Satellite/Dish ☐ Other \_\_\_\_\_ ☐ NONE

Identify your television Service Provider(s) (e.g., cable, satellite, telephone, etc): \_\_\_\_\_

4. COMMUNICATION & DATA. Is the Property wired with any of the following (check all that apply):  
☒ TV (coaxial) ☒ Cable ☒ Computer Networking Cable ☐ Fiber Optic Cable ☒ Data Line  
☐ Other \_\_\_\_\_ ☐ NONE

If you checked any box in **K-4**, for each type of wiring/cable, state which rooms at the Property have outlets: \_\_\_\_\_  
 TV & cable in family room, computer networking cable & data line in family room & bedroom at the very end of hallway.

5. INTEGRATED SYSTEM(S). (Phone/Intercom, Multi-Media Security). Is the Property equipped with any of the following types of **Integrated Communication System(s)** (check all that apply): ☐ Intercom ☐ Gate Control ☐ Video Surveillance  
☒ Intrusion/Motion Detection ☒ Automated Lighting ☒ Other exterior cameras \_\_\_\_\_ ☐ NONE

(a) If you checked any box in **Section K-5**, are any of these systems leased (rather than owned)? . YES ☐ NO ☒

(b) If you checked any box in **Section K-5**, are any of these systems monitored offsite by a company? . . . . . YES ☐ NO ☒

(c) If you checked "Yes" to Sections K-5a and/or K-5b, identify the company(s): (self monitored, modem is located in living room)

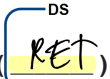
**6. ISSUES, CONDITIONS AND/OR PROBLEMS:**

- (a) Have you had any ongoing or recurring issues, conditions and/or problems with any of the items or systems noted in any **Questions in Sections K-1 through K-5**? . . . . . YES ☐ NO ☒

If Yes, describe in detail all such issues, conditions and/or problems and attach all Documents. \_\_\_\_\_

- (b) Are you aware of any limitations or restrictions applicable to the installation/wiring, availability, number and location, or use of any of the items or systems at the Property noted in any **Questions in Sections K-1 through K-5**? . . . . . YES ☐ NO ☒

If Yes, describe in detail all such limitations or restrictions and attach all Documents. \_\_\_\_\_

Seller's Initials: (  ) ( \_\_\_\_\_ )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**L. NATURAL GAS AND/OR PROPANE:**

Are you aware of any appliances or devices that use natural gas and/or propane on or for the Property? YES ☒ NO ☐

**If Yes**, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Water heater, central heating, stove, dryer all use gas. Water heater in garaged leaked to family room approx 2014 and was subsequently replaced.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of **NATURAL GAS AND/OR PROPANE**.

**M. WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S) (including but not limited to water supply lines, meters, shutoff valves, pipes, overflow pipes, drains, outlets, traps, cleanout plugs, vents, faucets, fixtures, toilets, sinks, tubs, showers, thermostats, and control panels):**

1. Are you aware of any past or current issues, conditions and/or problems with the Water Supply and/or the Water Plumbing System(s)? . . . . . YES ☐ NO ☒
2. The installation, repair, or Work performed to the Water Supply and/or the Water Plumbing System(s) by you or by any other person or company? . . . . . YES ☐ NO ☒
3. Failure of any component of the Water Supply and/or the Water Plumbing System(s) . . . . . YES ☐ NO ☒
4. Are you aware of any plumbed appliances (for example, refrigerator ice maker/water dispenser, instant hot water dispenser) that have failed to operate in any way? . . . . . YES ☐ NO ☒
5. Are you aware of any component of the Water Supply, including plumbed appliances, or Water Plumbing System(s) that have not been used within the last twelve (12) months? . . . . . YES ☐ NO ☒
6. Are you aware of any past or current water pipe leakage either within the structure and/or on the on the Property? . . . . . YES ☐ NO ☒
7. Are you aware of any past and/or present:
  - (a) High or low water pressure problems at the Property? . . . . . YES ☐ NO ☒
  - (b) Any problem with the water supply, purity, quality, taste or odor? . . . . . YES ☐ NO ☒
  - (c) Excessive delays in drawing hot water to any faucet? . . . . . YES ☐ NO ☒
  - (d) Any rust, sediment, cloudiness or discoloration in the water? . . . . . YES ☐ NO ☒
  - (e) Any slow draining sinks, tubs and/or showers? . . . . . YES ☐ NO ☒
  - (f) Any toilets that run continuously or on their own? . . . . . YES ☐ NO ☒
  - (g) Any fluoridation or other chemical substances added to the water supply? . . . . . YES ☐ NO ☒
8. Are you aware of any past and/or current device(s) and/or system(s) being used at the Property?
  - (a) Water softener . . . . . YES ☐ NO ☒
  - (b) Water purification system(s) . . . . . YES ☐ NO ☒
  - (c) Hot water circulating system . . . . . YES ☐ NO ☒

**If Yes** to any of the devices and/or systems listed in **Question M-8**, state how long the device and/or systems have been at the Property, whether they are still at the Property, and whether they are still functional: \_\_\_\_\_

9. What are the Water Supply lines made of (**check all that apply**)?

☒ Copper ☐ Galvanized ☐ Plastic ☐ OTHER \_\_\_\_\_

Describe the type of material(s) for the Water Supply lines and state the specific location(s) of each different type of material(s): \_\_\_\_\_ copper throughout

**If Yes to Questions in Sections M-1 through M-8**, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

7g) (per city of San Jose)

Attach all Documents regarding any past and/or current issues, conditions or problems with the **WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S)**.

Seller's Initials: ( RET ) (        )

Buyer's Initials: (        ) (        )

**N. WATER CONSERVING PLUMBING FIXTURES.** Effective January 1, 2017, Sellers of residential property of 1 to 4 units built before January 1, 1994, must disclose if they are aware of any noncompliant plumbing fixtures. Noncompliant water fixtures are defined in Civil Code Section 1101.3 as any of the following: (a) any toilet manufactured to use more than 1.6 gallons of water per flush; (b) any urinal manufactured to use more than 1 gallon of water per flush; (c) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and/or (d) any interior faucet that emits more than 2.2 gallons of water per minute. ☐ **NOT APPLICABLE – House Built After January 1, 1994**

Are you, Seller, aware of any plumbing fixtures on the Property that are non-compliant as defined by Civil Code Section 1101.3 above? . . . . . YES ☐ NO ☒

If Yes, explain in detail your knowledge: \_\_\_\_\_

**O. WELL/PRIVATE WATER SYSTEM.** ☒ **Not Applicable** If Applicable, attach PRDS Well/Private Water System Checklist.

**P. SEWER SYSTEM (including but is not limited to sewer lines, waste water lines, sewer laterals, traps, cleanout plugs, vents, drains, toilets, tubs, kitchen and bathroom sinks):**

1. Are you aware of any sewer clean-outs? . . . . . YES ☒ NO ☐  
If Yes, identify the number and exact location of each sewer clean-out one outside near front of the kitchen by front door

2. Are you aware of any Work, including but not limited to, snaking or rooting of the Sewer System within the last 5 years? . . . . . YES ☐ NO ☒

3. Are you aware of any past and/or present blockage, backup, overflow or any other failure of the Sewer System? . . . . . YES ☒ NO ☐

4. Are you aware of any current or contemplated government-imposed inspection, repair or upgrade requirements (for example, sewer lateral tests) applicable to the Property? . . . . . YES ☐ NO ☒

5. Are you aware of any booster or other pump system/equipment installed at the Property related to the Sewer System? . . . . . YES ☐ NO ☒

6. Have you ever been notified or advised by anyone that any aspect of the Sewer System is offset, displaced, collapsing or in need of repair or replacement? . . . . . YES ☐ NO ☒

If Yes to any questions in Sections P-2 through P-6, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

3) past blockage from roots prior to the upgrade approx 2012, has been replaced since then.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEWER SYSTEM**.

**Q. SEPTIC SYSTEM (including but not limited to the septic tank, leach lines, drain fields, and all related equipment/components.**

☒ **NOT APPLICABLE**

1. Are you aware of the material (for example, concrete, redwood) used to construct the septic tank? YES ☐ NO ☐

If Yes, describe the material used: \_\_\_\_\_

2. How frequently has the septic tank been pumped in the last five years? \_\_\_\_\_

3. When was the last time the septic tank was pumped? \_\_\_\_\_ By whom? \_\_\_\_\_

4. Are you aware of any septic clean-outs? . . . . . YES ☐ NO ☐


If Yes, identify the number and exact location of each septic clean-out \_\_\_\_\_

5. Are you aware of any past and/or present blockage, backup, overflow or other issues, conditions or problems with the septic system? . . . . . YES ☐ NO ☐

6. Are you aware of any booster or other pump system/equipment installed at the Property related to the septic system? . . . . . YES ☐ NO ☐

7. Have you ever been notified or advised by anyone that any part of the septic system needs replacement or repair? . . . . . YES ☐ NO ☐

8. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the current septic system may preclude or limit development of the Property and/or expansion of any structure on the Property? . . . . . YES ☐ NO ☐

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9. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the soils conditions may preclude or limit development of the Property and/or expansion of the septic system and/or any structure on the Property? . . . . . YES ☐ NO ☐
10. Are you aware of any current or contemplated governmental plans, measures or requirements that may require hook-up or conversion to a public sewer system? . . . . . YES ☐ NO ☐
11. Are you aware of any current or contemplated governmental plans, measures or requirements that may require that the septic system be inspected, replaced and/or upgraded? . . . . . YES ☐ NO ☐

**If Yes to any Questions in Sections Q-5 through Q-11, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEPTIC SYSTEM**.

## R. LANDSCAPING/IRRIGATION:

1. Does the Property have any of the following:
- a. A sprinkler system . . . . . YES ☐ NO ☒  
**If Yes**, describe type(s) and location: ☐ Manual – Where \_\_\_\_\_  
☐ Automatic – Where \_\_\_\_\_
- b. A drip system . . . . . YES ☐ NO ☒  
**If Yes**, describe type(s) and location: ☐ Manual – Where \_\_\_\_\_  
☐ Automatic – Where \_\_\_\_\_
- c. Exterior landscape lighting . . . . . YES ☐ NO ☒  
**If Yes**, describe location: \_\_\_\_\_
- d. A pond, waterfall, or other decorative water-related feature . . . . . YES ☐ NO ☒  
**If Yes**, describe location: \_\_\_\_\_
- e. Any play structures . . . . . YES ☐ NO ☒  
**If Yes**, describe location and anchoring system/mechanism: \_\_\_\_\_
2. Are you aware of any past or existing issues, conditions and/or problems with any of the items listed in **Section R-1**? . . . . . YES ☐ NO ☒
3. Are you aware of any Work performed on any of the items listed in **Section R-1**? . . . . . YES ☐ NO ☒
4. Are you aware of any water from the sprinklers or other items in **Section R-1** that direct water onto any siding, window or other surface of the structure? . . . . . YES ☐ NO ☒
5. Are you aware of any diseases or infestations affecting trees, plants or planted ground cover on the Property or adjoining properties? . . . . . YES ☐ NO ☒

**If Yes to any Questions in Sections R-2 through R-5, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the existence or use of the **LANDSCAPING/IRRIGATION**.

## S. SWIMMING POOL/SPA:

☒ **NOT APPLICABLE**

1. Does the Swimming Pool have a Heating System? . . . . . YES ☐ NO ☐
- If Yes:** (a) Identify the type: ☐ Electric ☐ Solar ☐ Gas ☐ Other \_\_\_\_\_  
 (b) Identify when it was last used: \_\_\_\_\_

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2. Does the Spa have a Heating System? YES ☐ NO ☐

**If Yes:** (a) Identify the type: ☐ Electric ☐ Solar ☐ Gas ☐ Other \_\_\_\_\_

(b) Identify when it was last used: \_\_\_\_\_

3. Identify the current Swimming Pool/Spa service provider and cost & frequency of service NONE ☐

4. Are you aware of any issues, conditions and/or problems with any of the following (**check all that apply**)?

- ☐ water leakage from pool or spa ☐ low water levels for pool or spa ☐ pool and/or spa related-equipment  
☐ pool and/or spa surfaces ☐ decking or coping ☐ heating system for pool and/or spa  
☐ lighting, ladders, slides or diving boards ☐ pool and/or spa covers or enclosures ☐ pool and/or spa alarms  
☐ Other \_\_\_\_\_ ... YES ☐ NO ☐

**If Yes to anything listed in Section S-4, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of The **SWIMMING POOL/SPA**.

#### T. ANIMALS:

1. Are you aware of past and/or current presence at the Property or in the neighborhood of any of the following (**check all that apply**): ☐ horses ☐ cattle/sheep/goats ☐ pigs/wild boars ☐ mountain lions ☐ bobcats  
☒ feral or other cats ☒ coyotes/wolves/dogs ☐ deer ☐ bears ☒ raccoons/opossums/skunks  
☒ gophers/moles/voles ☐ bats ☒ rats/squirrels/other rodents ☐ turkeys/roosters/chickens/ducks/geese  
☒ crows/ pigeons/hawks/other birds ☐ snakes/lizards ☐ frogs ☒ bees/wasps ☒ ants/spiders/other insects  
☐ noise or odor-generating pests/birds or any other type of animal  
☐ Other(s) \_\_\_\_\_ ☐ NONE

**For each box checked in Section T-1, provide detailed explanation(s):** \_\_\_\_\_

2. Are you aware of any pets and/or other animals having been at the Property at any time? . . . . . YES ☒ NO ☐

**If Yes,** identify type or breed, number and when they were present at the Property: \_\_\_\_\_

Several dogs from the 70's - 80's, one dog from 2015-2018.

3. Are you aware of any animal urine, feces, spray or other discharge coming into contact with any walls, flooring, carpets/pads or other interior surfaces? . . . . . YES ☐ NO ☒

4. Are you aware of any staining, spotting, discoloration, warping, scratches or any other damage to any interior surfaces related to animals (including but not limited to the areas identified in **Section T-3**)? . . YES ☐ NO ☒

5. Are you aware of any animal-related odors at the Property at any time of the years even if only seasonal (e.g. during warm temperatures)? . . . . . YES ☐ NO ☒

6. Are you aware of any animals/pets buried on the Property? . . . . . YES ☐ NO ☒

7. Are you aware of any complaints or governmental notices regarding animals/pets at or on the Property? . . . . . YES ☐ NO ☒

**If Yes to any Questions in Sections T-1 through T-7 describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with **ANIMALS**.

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X

**U. NEIGHBORHOOD ISSUES, CONDITIONS AND/OR PROBLEMS:**

1. Are you aware of any past and/or current **NOISE** and/or **ODOR** related to any of the following which are or have been noticeable at the Property (**check all that apply**)? ☐ vehicular traffic ☐ railroad/train/light rail/BART/other rail traffic ☐ schools/parks ☐ aircraft (note: a city-mandated disclosure may be required) ☐ construction activity ☐ business/recreational/commercial or other institutional facilities (for example, daycare, residential care, religious meeting sites) ☐ entertainment complexes/amphitheaters or other venues ☐ music/ shouting/parties/sporting or other activities ☐ events/gatherings/traditions (for example, parades, block parties, holiday decorations, sporting events) ☐ neighbors ☐ dogs, cats, birds or other animals ☐ power lines/transformers/other electrical power equipment ☐ air conditioners/appliances/generators/ pool equipment ☐ adjacent properties/common walls/floors/common areas (e.g. condominiums, PUD) ☐ Other neighborhood sources of **NOISE** and/or **ODOR**: \_\_\_\_\_ ☒ **NONE**

**For each box checked in Section U-1, provide detailed explanation:** \_\_\_\_\_

2. Are you aware of any neighborhood issues, conditions and/or problems with any of the following whether past or present, on or near the Property (**check all that apply**)? ☐ in-home businesses ☐ local businesses ☐ schools ☐ religious facilities ☐ entertainment or sporting venues ☐ traffic congestion or excessive speed ☐ hampered driveway ingress or egress ☐ limited/restricted/congested on-street parking ☐ periodic or seasonal limitations on parking ☐ periodic or seasonal traffic congestion ☐ loitering ☐ littering ☐ Other \_\_\_\_\_ ☒ **NONE**

**For each box checked in Section U-2, provide detailed explanation:** \_\_\_\_\_

3. Is the Property located on or near a bus route/stop? ..... YES ☒ NO ☐
4. Are you aware of any ongoing, planned or proposed construction at, on, or within any neighboring property or private/public facility, roadways or rights of way? ..... YES ☐ NO ☒
5. Are you aware of any burglaries, assaults or other crimes in the neighborhood? ..... YES ☐ NO ☒
6. Are you aware of any modifications or other changes to any aspect of the structures and/or the land anywhere in the neighborhood for purposes of cultivating marijuana or other crops? ..... YES ☐ NO ☒
7. Have you attended any meetings or had any discussions with neighbors or others regarding any neighborhood issues, conditions and/or problems? ..... YES ☐ NO ☒
8. Are you aware of any complaints to police or other governmental authorities regarding any neighborhood issues, conditions and/or problems? ..... YES ☐ NO ☒
9. Are you aware of any other neighborhood issues, conditions and/or problems that are not detailed above? ..... YES ☐ NO ☒

**If Yes to any Questions in Sections U-4 through U-9, provide detailed explanation:**

3) bus stop on McLaughlin Ave & Alvernaz Dr.

Attach all Documents regarding any past and/or current **NEIGHBORHOOD ISSUES, CONDITIONS AND PROBLEMS.**

**V. ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.** Are you aware of any past and/or current issues, conditions and/or problems on or near the Property regarding any of the following:

1. Asbestos (e.g. in ceiling material, flooring, insulation, furnace ducting or flues)? ..... YES ☒ NO ☐
2. Mold, mildew, fungus or spores? ..... YES ☒ NO ☐
3. Environmental inspections or tests of air, soil and/or building materials? ..... YES ☒ NO ☐
4. Odors, whether persistent, recurrent, occasional or seasonal? ..... YES ☐ NO ☒
5. The manufacture, storage, disposal, release, use or sale of controlled substances, (e.g. methamphetamine)? ..... YES ☐ NO ☒
6. Cultivation, use and/or sale of any kind of marijuana? ..... YES ☐ NO ☒

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7. The existence of any above ground or underground storage tank (e.g. fuel)? . . . . . YES ☐ NO ☒

**If Yes to any Questions in Sections V-1 through V-7, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur; (g) what subjects, topics and/or complaints were discussed, with whom, and what actions, if any, occurred as a result? \_\_\_\_\_

1) asbestos found in garage in wooden footing from the glue used in areas where there was linoleum, was removed in 2014. 2) in family room from water heater leakage. 3) tests were performed to check for items mentioned in items 1 & 2, none is no longer detected since removal in 2014.

Attach all Documents regarding any past and/or current **ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.**

**W. GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.** Are you aware of any of the following whether past, existing or proposed:

1. Rent control or eviction control ordinance(s)? . . . . . YES ☐ NO ☒
2. Restriction or registration requirements on short term or vacation rentals? . . . . . YES ☐ NO ☒
3. Imposition of bonds, fees or assessments that may not appear on the Property tax bill? . . . . . YES ☐ NO ☒
4. Restrictions on the use, development or enjoyment of the Property by any governmental or non-governmental entity including but not limited to an HOA, private agreements or Court order other than those imposed by zoning laws or CC&Rs? . . . . . YES ☐ NO ☒
5. "Historic" or other type of preservation designation? . . . . . YES ☐ NO ☒
6. Building, remodeling or any other type of moratoria (e.g. single story or height overlays) that could impact the Property? . . . . . YES ☐ NO ☒
7. Stop work orders, "red tags", orders to abate or notice of code or other violation or any illegal, unsafe, and/or dangerous condition(s)? . . . . . YES ☐ NO ☒
8. Government imposed requirement or order to remove brush, trees, grass or other vegetation or flammable materials at or near the Property? . . . . . YES ☐ NO ☒
9. Government mandated tree (or other landscaping) planting, removal, replacement, trimming or cutting restrictions? . . . . . YES ☐ NO ☒
10. Eminent domain, condemnation or annexation process or proceedings affecting the Property? . . . . . YES ☐ NO ☒
11. Construction, reconfiguration, conversion or closure of any nearby schools of any kind? . . . . . YES ☐ NO ☒
12. Construction, reconfiguration, conversion or closure of any nearby roadways, rights of way, traffic signals or signs? . . . . . YES ☐ NO ☒
13. Construction, reconfiguration, expansion, conversion or closure of any nearby parks/recreational/private or public amenities or facilities? . . . . . YES ☐ NO ☒

**If Yes to any Questions in Sections W-1 through W-13, provide as much detail as possible including but not limited to** (a) specificity as to the types of requirements or limitations; (b) what properties are impacted; (c) the location of existing or proposed changes; and (d) what issues, subjects and/or complaints were discussed, with whom, and what actions, if any, occurred as a result: \_\_\_\_\_

Attach all Documents regarding any past, existing and/or proposed **GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.**

**X. TITLE/OWNERSHIP/LITIGATION:**

1. Do you have or do you intend to use a Power of Attorney at any time in connection with the sale of the Property? . . . . . YES ☐ NO ☒

**If Yes to Section X-1, identify the following about that Power of Attorney:** (a) who has the Authority to act on your behalf; (b) what type of Power of Attorney; (c) is the Power of Attorney notarized in California and (d) is it recorded in the same County as the Property? \_\_\_\_\_

2. Has a Notice of Default been recorded against the Property? . . . . . YES ☐ NO ☒
3. Is the Property subject to or soon to be made subject to the jurisdiction of the Federal Bankruptcy Court? YES ☐ NO ☒

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**Buyer's Initials:** ( ) ( )

4. Are you aware of any current or possible/contemplated legal proceedings (e.g. Probate, Trust, Guardianship, Quiet Title and/or Specific Performance)? . . . . . YES ☐ NO ☒
5. Are you aware of any use of the Property or any portion of the Property by non-owner at any time (e.g. using the Property for a pathway, driveway, landscaping)? . . . . . YES ☐ NO ☒
6. Are you aware of any claim by a non-owner as to an ownership interest or right to possess, use or occupy the Property or any part of the Property at any time (e.g. a license or prescriptive easement)? . . . . . YES ☐ NO ☒
7. Are you aware of any deed restrictions on the use or development of the Property? . . . . . YES ☐ NO ☒
8. Has the Property ever been rented to anyone for any purpose? . . . . . YES ☒ NO ☐

**If Yes to Section X-8**, identify the following about that rental: (a) when was the Property rented; (b) by whom; (c) for what purpose; (d) for how long; and (e) who managed the Property during its rental? \_\_\_\_\_

8) currently rented from 2018-present by non-family members, managed by Cal West Property Management.

9. Are you aware of any lease options, lease options to purchase, right of first refusal or any other impediment of sale? . . . . . YES ☐ NO ☒
10. Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect? . . . . YES ☒ NO ☐
11. Are you aware of any perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off of the true boundary line? . . . . . YES ☐ NO ☒
12. Are you aware of any encroachment from a neighboring property onto the Property or from the Property onto a neighboring property (e.g. fences, walls, structures or other improvements)? . . . . YES ☐ NO ☒
13. Are you aware of whether access to the Property is a shared driveway, a private road and/or is an easement over private or public land? . . . . . YES ☐ NO ☒
14. Are you aware of any disputes, disagreements or failure to perform regarding access to the Property? YES ☐ NO ☒

**If Yes to any Questions in Sections X-1 through X-14**, identify all requested information and **attach all Documents**:

10) see lease agreement.

#### Y. HOMEOWNERS' INSURANCE COVERAGE AND/OR CLAIMS HISTORY:

1. Within the past five (5) years have there been any insurance claims made by you or anyone else relating to the Property? . . . . . YES ☐ NO ☒

**If Yes to Section Y-1**, identify the following information as to each claim:

Name of Claimant: \_\_\_\_\_ Approximate Date of Claim: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Nature of the Claim: \_\_\_\_\_

If Claim was resolved, how was it resolved: \_\_\_\_\_

(If more than one claim, please indicate in Part VI.)

2. Within the past five (5) years, has any insurance company refused to issue or renew any policy of insurance relating to the Property? . . . . . YES ☐ NO ☒

**If Yes to Section Y-2**, identify the following information:

Insurance Company: \_\_\_\_\_ Approximate Date of Refusal: \_\_\_\_\_

The basis for refusal (if known): \_\_\_\_\_

(If more than one, please indicate in Part VI.)

3. Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? . . . . . YES ☐ NO ☒

**If Yes to Section Y-3**, identify the insurance required by your Lender: \_\_\_\_\_

**If Yes to any Questions in Sections Y-1 through Y-3**, attach all Documents.

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**Z. GENERAL AND MISCELLANEOUS ISSUES, CONDITIONS AND/OR PROBLEMS.**

1. What is the approximate age of the structures on the Property? 51 years
2. How long have you owned the Property? since 1975
3. Is the Property situated in an unincorporated area of the County? . . . . . YES ☐ NO ☒
4. Are you aware of any postings regarding the Property and/or the neighborhood on any community bulletin board, blogs, or any type of social media? . . . . . YES ☐ NO ☒

**If Yes to Section Z-4,** identify the name/location of the site and the content of any known communication and **attach all Documents:** \_\_\_\_\_

5. Are you aware of any of the following having been filled in, removed, abandoned or not in use at the Property at any time **(check all that apply)**: ☐ septic tank/pit ☐ leach line/field ☐ oil, gas, diesel or other fuel storage tank ☐ water tank ☐ well or well-related equipment ☐ pool/spa or pool/spa related equipment ☐ stream/pond or other water collection area ☐ culverts/dams ☐ drainage ditch/system ☐ bomb shelter ☐ Other \_\_\_\_\_ ☒ **NONE**

**If Yes to Section Z-5,** identify the location of and the reason that each item that has been filled in, removed, abandoned or is not in use at the Property and **attach all Documents:** \_\_\_\_\_

6. Has any type of fire (including but not limited to chimney flue and electrical fire) occurred to the interior or exterior of the Property at any time? . . . . . YES ☒ NO ☐

**If Yes to Section Z-6,** identify the type and location of the fire and **attach all Documents:** \_\_\_\_\_

In 1976, smoke filled living room & partially in kitchen from forgetting to open the chimney flue of fireplace. Fire department was called, they opened flue & let smoke out. AAA then repainted interior walls & ceiling of living room.

7. Are there any locking devices, key pads, and/or other combination locks to any doors, cabinets, drawers or mailboxes? . . . . . YES ☐ NO ☒

**If Yes to Section Z-7,** identify (a) the location of each locking device;(b) whether or not the keys are missing; and (c) the combinations or access codes: \_\_\_\_\_

8. (a) Are there any garage door openers/remote controls? . . . . . YES ☒ NO ☐  
(b) Do all garage door openers/remote control devices function? . . . . . YES ☒ NO ☐

**If Yes to Section Z-8(a),** state the number of existing control devices: 2 garage door openers

9. Has any death, natural or otherwise, of a human being occurred anywhere on the Property within the past three (3) years? . . . . . YES ☐ NO ☒

**If Yes to Section Z-9,** describe the manner of death: \_\_\_\_\_

**PART VI. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (use additional pages, if necessary):**

**SELLER CERTIFIES THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE IS TRUE AND CORRECT TO THE BEST OF SELLER'S KNOWLEDGE AS OF THE DATE SIGNED BELOW AND SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:**

Date: 3/12/2021 Seller: Ramona E. Trujillo Seller: Ramona E. Trujillo  
(Print Name) (Signature)

Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Seller: \_\_\_\_\_  
(Print Name) (Signature)

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:**

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Print Name) (Signature)

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_  
(Print Name) (Signature)

## **List of Home Improvements**

**3660 Larry Ct, San Jose**

**(All done with permits, dates approximate)**

- Install double pane windows throughout. (2016/2017)
- Install solar panels. (2016)
- Install laminate flooring throughout (except tile entry & bathrooms, & kitchen). (2015)
- Install new roof with Tech Shield. (2015)
- Update both bathrooms, kitchen, dining area & family room. (2015)
- Re-pipe the house and service line, replace furnace, replace all plumbing fixtures and fan in hall bathroom, enlarge shower to 5 ft. in master bathroom, move pony wall 2 ft., upgrade lights and install GFCI's in both bathrooms, replace water heater. (2015)
- Added enclosed patio

**RECEIVED & READ**

---

**SIGNATURE**

**DATE**

---

**SIGNATURE**

**DATE**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**TRUST ADVISORY**  
**For Properties Being Sold by the Trustee of a Trust**  
(C.A.R. Form TA, Revised 12/18)

Property Address: 3660 Larry Ct, San Jose, 95121 ("Property").

The Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of the Property, the trustee of the trust is treated as the Seller. Even though Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

**A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.

**B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.

**C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.

**D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.

**E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.

**F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.

**G. Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.

**H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

**I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the

(With Listing) Broker's Initials ( DS ) ( )  
(With RPA) Buyer's Initials ( DC ) ( )  
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Seller's Initials ( DS ) ( RET ) ( )



**TRUST ADVISORY (TA PAGE 1 OF 2)**

Property Address: 3660 Larry Ct, San Jose, 95121 Date: \_\_\_\_\_

address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

**A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**

**(ii)** Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is a trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

**B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety

**C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

**3. OTHER CONSIDERATIONS:**

**A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

**B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

**4. BROKERS:**

**A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

**B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.**

**AT TIME OF LISTING**

Real Estate Broker \_\_\_\_\_

By _____	DocuSigned by:	Date _____
<b>Seller</b> <u>Ramona E. Trujillo</u>		<b>Date</b> 3/12/2021
<b>Seller</b> _____	47A879F34B8D47C...	<b>Date</b> _____

**AT TIME OF SALE**

Buyer _____	Date _____
Buyer _____	Date _____
Seller _____	Date _____
Seller _____	Date _____

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123 New



CALIFORNIA  
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## REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/16)

**This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.**

This is a disclosure to the ☐ Purchase Agreement, ☐ Listing Agreement, ☐ Other \_\_\_\_\_, dated \_\_\_\_\_ ("Agreement"),  
for the property known as 3660 Larry Ct, San Jose, 95121 ("Property"),  
between \_\_\_\_\_ ("Buyer", ☐ Listing Broker)  
and \_\_\_\_\_ ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. ☒ **A. TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (Full name of Trust) \_\_\_\_\_  
Ramona Esparza Aguilera Trujillo, as surviving Trustee of the Ernesto V. and Ramona E. Trujillo  
Living Trust dated November 13, 2015 dated \_\_\_\_\_.  
(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.
- ☐ **B. ENTITY:** Seller is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☐ Other: \_\_\_\_\_  
which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its  
behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.
- ☐ **C. POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact",  
"Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney  
( ☐ Specific Power of Attorney for the Property), dated \_\_\_\_\_. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**
- ☐ **D. ESTATE:** (1) Seller is an ☐ estate, ☐ conservatorship, or ☐ guardianship identified by Superior Court Case  
name as \_\_\_\_\_, Case # \_\_\_\_\_.  
(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor,  
Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

**Seller:** DocuSigned by:

By Ramona E. Trujillo Date: 3/12/2021  
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)  
(Print Representative Name) Ramona E. Trujillo Title: Trustee

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)  
(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

### Acknowledgement of Receipt By Other Party:

(Listing Broker) Provided by: Keller Williams  
By Dave Clark Date: 3/12/2021  
C1AE77E23DEE40C...

(Buyer) \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Buyer Name) \_\_\_\_\_

(Buyer) \_\_\_\_\_ Date: \_\_\_\_\_  
(Print Buyer Name) \_\_\_\_\_

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RCSD-S REVISED 6/16 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)

Keller Williams-Silicon Valley, 2110 S Bascom Ave Ste 101 Campbell, CA 95008  
Kimberly Glass

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Phone: 4086058804

Fax:



123 Main St





# **AGENT VISUAL INSPECTION DISCLOSURE** **(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**

**For use by an agent when a transfer disclosure statement is  
 required or when a seller is exempt from completing a TDS  
 (C.A.R. Form AVID, Revised 11/13)**

This inspection disclosure concerns the residential property situated in the City of San Jose, County of Santa Clara, State of California, described as 3660 Larry Ct ("Property").

☐ This Property is a duplex, triplex, or fourplex. This AVID form is for unit # \_\_\_\_\_. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Keller Williams

**California law requires**, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

**California law does not require** the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

**Agent Inspection Limitations:** Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

**Roof and Attic:** Agent will not climb onto a roof or into an attic.

**Interior:** Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

**Exterior:** Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

**Appliances and Systems:** Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

**Size of Property or Improvements:** Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

**Environmental Hazards:** Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

**Off-Property Conditions:** By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

**Analysis of Agent Disclosures:** For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

**What this means to you:** An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials ( ) ( )

Seller's Initials

DS

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AVID REVISED 11/13 (PAGE 1 OF 3)

**AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)**

Keller Williams-Silicon Valley, 2110 S Bascom Ave Ste 101 Campbell, CA 95008  
 Dave Clark

Phone: (408)626-9800 Fax: \_\_\_\_\_  
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951 E Homestead



Property Address: 3660 Larry Ct, San Jose, 95121 Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Inspection Performed By (Real Estate Broker Firm Name) Keller WilliamsInspection Date/Time: 3/9/21 @1:15pm Weather conditions: Sunny/partly cloudy

Other persons present: \_\_\_\_\_

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:****Entry** (excluding common areas): \_\_\_\_\_**Living Room:** \_\_\_\_\_**Dining Room:** \_\_\_\_\_**Kitchen:** \_\_\_\_\_**Other Room:** Family room- minor scuffs on walls.Enclosed patio- dirt/leaves debris on outer glass ceiling. Few minor stains on cement floor.**Hall/Stairs (excluding common areas):** \_\_\_\_\_**Bedroom # 1-4 :** Unable to fully inspect bedrooms, tenant personal belongings present.**Bedroom # 3 :** No closet door of bedroom at the end of the hall way.**Bedroom # \_\_\_\_\_ :** \_\_\_\_\_**Bath# 1 :** No door to master bathroom (by design).**Bath# \_\_\_\_\_ :** \_\_\_\_\_**Bath# \_\_\_\_\_ :** \_\_\_\_\_**Other Room:** \_\_\_\_\_

Buyer's Initials (\_\_\_\_) (\_\_\_\_)

Seller's Initials

DS

(RET)

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951 E Homestead



Property Address: 3660 Larry Ct, San Jose, 95121 Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Other Room: \_\_\_\_\_

Other: Rust on top of a/c unit in backyard.

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Garage/Parking (excluding common areas): \_\_\_\_\_

Unable to fully inspect garage area as tenant personal belongings present, area rugs covering cement floor inside garage.

Exterior Building and Yard - Front/Sides/Back: \_\_\_\_\_

Some plastic lining exposed underneath tanbark at front yard. Some rust/stains on metal gates

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_

Electric/phone panel box at front right corner of driveway.**This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.**Real Estate Broker (Firm who performed the Inspection) Keller WilliamsBy Dave Clark Date 3/12/2021C1AE77E23DEE40C... (Signature of Associate Licensee or Broker)**Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.****I/we acknowledge that I/we have read, understand and received a copy of this disclosure.**SELLER Ramona E. Trujillo Date 3/12/2021SELLER 47A879F34B8D47C... Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) \_\_\_\_\_

By Dave Clark Keller Williams Date 3/12/2021C1AE77E23DEE40C... (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(Associate Licensee or Broker Signature)

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951 E Homestead





www.prdsforms.com

**PRDS - CERTIFICATION OF COMPLIANCE WITH WATER HEATER,  
SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS**  
DESIGNED FOR USE WITH PRDS® FORMS



**Property:** 3660 Larry Ct, San Jose, 95121

**WATER HEATER COMPLIANCE**

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

**Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.**

Date: 3/12/2021

DocuSigned by:

Seller/Owner: Ramona E. Trujillo

47A879F34B8D47C

Seller/Owner: \_\_\_\_\_

**SMOKE ALARM AND CARBON MONOXIDE DEVICE COMPLIANCE**

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

**Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.**

Date: 3/12/2021

DocuSigned by:

Seller/Owner: Ramona E. Trujillo

47A879F34B8D47C

Seller/Owner: \_\_\_\_\_

**Buyer/Tenant hereby acknowledges receipt of a copy of the above certification(s).**

Date: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_



www.prdsforms.com

# PRDS® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGMENT

DESIGNED FOR USE WITH PRDS® FORMS

This Disclosure applies to the Real Estate ☐ Purchase ☐ Lease/Rental Contract ("Contract") for

3660 Larry Ct

City of San Jose County of Santa Clara, California ("Property").

## LEAD WARNING STATEMENT

**PURCHASE AND SALE:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential 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 possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

**LEASE:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### 1. SELLER/LESSOR DISCLOSURE

- a) Seller/Lessor has *no knowledge* of lead-based paint and/or lead-based paint hazards at the Property *other than as follows*:  
\_\_\_\_\_ (use additional sheet, if necessary)
- b) Seller/Lessor has *no reports or records* pertaining to lead-based paint and/or lead-based paint hazards at the Property that have been received by Buyer/Lessee or are provided as an attachment (please list reports), other than as follows: \_\_\_\_\_  
\_\_\_\_\_ (use additional sheet, if necessary)
- c) Buyer/Lessee has received, or is receiving as an attachment hereto, the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent booklet approved for Federal and State use.
- d) Sales Transactions Only: Buyer shall have ten days from Acceptance (unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

**I (we) have reviewed the information above and certify to the best of my (our) knowledge, that the information provided is true and correct.**

Date: 3/12/2021 Seller/Lessor: Ramona E. Trujillo Ramona E. Trujillo  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)  
 Date: \_\_\_\_\_ Seller/Lessor: \_\_\_\_\_  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)

### 2. ACKNOWLEDGMENT BY AGENT FOR SELLER/LESSOR

Agent has informed Seller/Lessor of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of said Agent's duty to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Date: 3/12/2021 Seller's/Lessor's Agent: Dave Clark Dave Clark  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)  
 Print Name: Dave Clark Company Name: Keller Williams  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)

### 3. BUYER/LESSEE ACKNOWLEDGMENT

- a) I (we) have received the "Lead Warning Statement" above.
- b) I (we) have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for Federal and State use.
- c) Sales Transactions Only: Buyer acknowledges a right (exercisable within ten days of Acceptance, unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Date: \_\_\_\_\_ Buyer/Lessee: \_\_\_\_\_  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)  
 Date: \_\_\_\_\_ Buyer/Lessee: \_\_\_\_\_  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)

### 4. ACKNOWLEDGMENT BY AGENT FOR BUYER/LESSEE

Agent has informed Seller/Lessor (through Seller's/Lessor's Agent, if the Property is listed), of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of the duty of Agent for Buyer/Lessee to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Date: \_\_\_\_\_ Buyer's/Lessee's Agent: \_\_\_\_\_  
 \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (PRINTED NAME)  
 Print Name: \_\_\_\_\_ Company Name: \_\_\_\_\_





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# TIAL EARTHQUAKE HAZARDS REPORT

DESIGNED FOR USE WITH PRDS® FORMS



Unless exempt, Sellers of residential property containing 1 to 4 dwelling units built before January 1, 1960 must deliver to the Buyer a copy of **The Homeowner's Guide to Earthquake Safety ("Guide")** and complete the following questions to the best of the Sellers' knowledge. In order to answer these questions, Sellers are not required to: (1) remove siding, drywall or plaster; and/or (2) hire anyone to inspect their home. Sellers are not required to repair any of the weaknesses prior to selling their home unless they agree to do so in writing.

Property Address:	3660 Larry Ct, San Jose, 95121	Block/lot or Parcel No.:	494-29-033
Seller's Name:		Year Built	1970

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your property does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in the Guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake? . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. Is the property anchored or bolted to the foundation? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
3. If the property has cripple walls:					
• Are the exterior cripple walls braced? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of reinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
5. If the property is build on a hillside:					
• Are the exterior tall foundation walls braced? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes, or have the been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
6. If the exterior walls of the property, or part of them, are made of unreinforced masonry, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24
7. If the property has a living area over the garage, were the walls around the garage door opening either built to resist earthquakes, or have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					

*To be reported on the  
Natural Hazards Disclosure  
Report*

If any of the questions are answered "No," the Property is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As Seller of this Property, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

Date: 3/12/2021      DocuSigned by: Ramona E. Trujillo      Seller: \_\_\_\_\_

As Buyer, I acknowledge receipt of this form, completed and signed by Seller. I understand that if Seller has answered "No" to one or more questions, or if Seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this Property.

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_

**This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.**

# CONSUMER INFORMATION ACKNOWLEDGEMENT

To Whom It May Concern:

I, the undersigned, acknowledge receipt of the "Homeowner's Combined Information Guides" booklet which includes the following publications:

**I. Residential Environmental Hazards - A Guide for Homeowners, Homebuyers, Landlords and Tenants**

*California Environmental Protection Agency – 2011 Update*

**II. Protect Your Family From Lead in Your Home**

*United States Environmental Protection Agency*

**III. Homeowner's Guide to Earthquake Safety**

*State of California Seismic Safety Commission*

**IV. HERS- What is Your Home Energy Rating?**

*California Energy Commission*

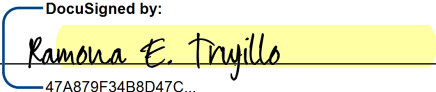
Property Address: 3660 Larry Ct, San Jose, 95121

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Selling Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: 3660 Larry Ct, San Jose, 95121

Seller's Signature:  \_\_\_\_\_ Date: 3/12/2021

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Listing Agent's Signature:  \_\_\_\_\_ Date: 3/12/2021

Property Address:

3660 Larry Ct, San Jose, 95121

I have received a copy of the **WHAT IS YOUR HOME ENERGY RATING?** booklet (CEC-400-2009-008-BR-REV1)

Buyer's Signature

Printed Name

Date

Buyer's Signature

Printed Name

Date

Buyer's Agent Signature

Printed Name

Date

Broker's Name

DocuSigned by:

Ramona E. Trujillo

Ramona E. Trujillo

3/12/2021

Seller's Signature

Printed Name

Date

Seller's Signature

Printed Name

Date

DocuSigned by:

Dave Clark

Dave Clark

3/12/2021

Listing Agent's Signature

Printed Name

Date

Keller Williams Realty – Silicon Valley

Broker's Name

**ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS**

California Civil Code Section 2079.10 states that if this booklet is provided to the buyer by the seller or broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

For more information, visit: [www.energy.ca.gov/HERS/index.html](http://www.energy.ca.gov/HERS/index.html)



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# PRDS® ADVISORY AND CONSENT REGARDING MULTIPLE AGENCY AND DUAL AGENCY

DESIGNED FOR USE WITH PRDS® PURCHASE CONTRACT



Real estate brokerage companies vary in terms of number of sales agents and branch offices. Larger brokerages may, at any one time, service hundreds of listings and address the needs of thousands of individual clients. Client is advised that such circumstance, coupled with limited housing inventories and expanding demand for homes, can engender vigorous competition for the same property by numerous buyers and result in situations (referred to herein as "Multiple Agency") wherein two or more sets of buyers *are represented by agents from the same brokerage company*. Related to Multiple Agency (and included within the scope of that term for purposes of this document) are situations wherein a buyer client is introduced to and shown properties that are listed with the same brokerage to which that buyer's agent belongs.

"Dual Agency" arises when (1) both the buyer and seller of a particular property are represented by the same, individual agent or (2) the buyer and seller are separately represented by different agents of the same brokerage company. Dual Agency is recognized and accepted under California law as a legally authorized agency relationship, and is addressed in the "Disclosure Regarding Real Estate Agency Relationships" form required by Civil Code Section 2079.13, et seq. and provided to Client. When consented to by the subject buyer and seller, a listing agent is thus permitted by law to represent said listing agent's own buyer client (if any) in the showing and eventual sale of property listed by that agent, and may present offers for that buyer on properties listed by other agents affiliated with the same brokerage. Client is nevertheless advised, and acknowledges and understands, that conflicts of interests can and do arise in Dual Agency situations due to the inherently competing interests of buyers and sellers of a particular property and the fact that one single brokerage company, and the agent(s) involved, owe a fiduciary duty to buyer and seller both.

As to any such conflict or dispute, Client understands and agrees that Agent may seek guidance and counsel from Agent's managing broker or broker of record (as applicable) to assist in achieving a fair and impartial resolution. Client acknowledges and accepts Agent's affirmation of brokerage fiduciary duties and responsibilities and Agent's commitment to devote best efforts to fairly and ably resolve such conflicts and other disputes in a manner that favors the interests of neither party over the other. Additionally, Client accepts that, although Agent commits to the full and faithful disclosure to both Buyer and Seller of all material information (of which Agent is aware) reasonably bearing on value or desirability of the subject property, Agent will not (without written consent):

- (a) reveal to Buyer the fact or extent of any willingness by Seller to sell the property at a price, and/or upon terms, less than those set forth in the subject listing;
- (b) reveal to Seller the highest price and/or most Seller-favorable terms upon which Buyer is willing to buy the property; or
- (c) reveal to the other party to the transaction any information relating to any family, financial, health, occupational or other circumstance, purpose or motivation (not relating to condition, value or desirability of the property) that might influence or otherwise bear on Buyer's or Seller's decision to purchase or sell the property.

Client acknowledges and accepts the foregoing limitations and exceptions regarding disclosure by Agent, and acknowledges Agent's advice and recommendation to confer with legal counsel regarding Multiple Agency and Dual Agency and any decision to proceed on the basis thereof.

**Client affirms that Client has read and considered the foregoing, and that Client expressly consents to, and hereby agrees to allow Agent and Agent's Broker to proceed on the basis of, Multiple Agency and Dual Agency on Client's behalf as explained herein.**

Client (Buyer)	Date	DocuSigned by: <u>Ramona E. Trujillo</u> Client (Seller)	3/12/2021 Date
Client (Buyer)	Date	Client (Seller) DocuSigned by: <u>Dave Clark</u>	Date 3/12/2021
Agent for Client (Buyer)	Date	Agent for Client (Seller) Keller Williams	Date
Brokerage Company (please print)		Brokerage Company (please print)	



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**PRDS® ADVISORY REGARDING MARKET CONDITIONS,  
MULTIPLE AND NON-CONTINGENT OFFERS,  
FINANCING/APPRaisal AND PROPERTY CONDITION**

DESIGNED FOR USE WITH PRDS® FORMS



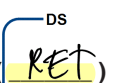
The residential real estate market is, and historically has been, cyclical. Bay Area housing values have experienced repeated up-turns - - with extraordinary price increases in some cases - - and down-turns, where home sale prices descend, in some cases dramatically. Factors contributing to these home price swings include national and local economic conditions and business cycles, and especially the significant and sometimes immediate influence that business advances and declines related to high-tech, bio-tech and other business enterprises exert on the housing sector. Beyond that, the fact that Bay Area housing demand often exceeds housing supply furnishes another important explanation for occasionally intense competition for limited housing stock. Your real estate agent cannot predict market swings, and whether and to what extent real property purchased today will, in the future, appreciate or depreciate in value. In view of these real estate price dynamics, the parties to the Purchase Contract herein are advised of the following:

- 1. Multiple Offers and Fair Market Value:** When it comes to residential housing offered for sale, this persistent imbalance of inventory and demand can give rise to “**multiple offer**” situations, wherein two or more sets of prospective buyers compete - - sometimes fiercely - - for the same property. Vigorous competition can drive a sales price well above asking price and, for that matter, substantially above a figure that would realistically be considered “**fair market value**”. One peril for the Buyer in such a setting is that an artificially high purchase price can compound the economic consequences of a Buyer’s need to sell the property before it has an opportunity to appreciate (if it will at all) to a level reflecting the actual purchase price, thus resulting in the possibility of a net loss to Buyer at time of sale.
- 2. Financing and Appraisal Issues and Risks:** Another peril for a Buyer who has “won” such a bidding competition can include inability or difficulty obtaining financing from a lender whose objectively derived appraisal cannot support the actual price paid. A lender’s decision to approve of a Buyer as borrower takes into account an evaluation both of Buyer’s **creditworthiness**, i.e., the prospects for the Buyer’s ability to continuously make mortgage payments and **appraisal**, i.e., an objective fair market valuation of the property.

Where the subject property is appraised at a price considerably below the actual purchase price, the lender will typically decline to make the loan unless the Buyer is willing to provide enough **increased down payment** to cover the difference between the loan amount applied for and the amount the lender (once in receipt of the appraisal) is ultimately willing to lend. This increased down payment requirement can be substantial and, depending on financing contingency status, Buyer’s inability to bring in that increased amount may expose Buyer to forfeiture of his deposit, or worse. (It bears noting that, where the Liquidated Damages clause is not made a part of the purchase contract, the economic exposure to a defaulting Buyer has no limit or “cap”.)

Another financing-related risk arises where a Buyer with a loan contingency is putting such a substantial amount of money down that, even with an appraisal far below the Buyer’s purchase price, the lender is still willing to lend on strength of an auspicious loan-to-value ratio. The “risk,” therefore, lies in Buyer’s contractual obligation to proceed with removal of the financing contingency (even though the property didn’t “appraise out” and Buyer feels he paid too much for the property), all because the lender is indeed willing to lend.

Buyer’s Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller’s Initials: (  ) ( \_\_\_\_\_ )



# PRDS ADVISORY REGARDING MARKET CONDITIONS, MULTIPLE AND NON-CONTINGENT OFFERS, FINANCING/APPRaisal AND PROPERTY CONDITION (Page 2 of 2)

**3. Non-contingent Offers; Associated Risks:** A contingency is a contractual condition (e.g., Buyer's approval of the physical condition of the Property) based upon which a Buyer, acting in good faith, can elect to not proceed with the transaction and can recover, without penalty or sanction, Buyer's deposit. Financing, property condition, insurance, title and other contingencies stand as important protections to a Buyer. Accordingly, a Buyer whose offer is fully "non-contingent" - - wherein all contingencies are waived - - foregoes important protections. Among these is the right to cancel the contract based upon an inability to obtain financing or upon a post-acceptance discovery of serious physical defects and other problems. It is important to note that the discovery during escrow of previously unknown defects *does not* (absent fraud) create for the non-contingent Buyer a new right to terminate the contract.

Inherent in Buyer's decision of what price and terms to include in an offer is (on one end of the spectrum) the risk that a non-contingent contract, while attractive to a Seller, exposes the Buyer to the risk of having to either go through with the purchase of a possibly defective property or withdraw and suffer the economic consequences of default. At the other end of the spectrum is the risk that the Seller will reject Buyer's contingent-laden offer in favor of a competing offer with few or no contingencies.

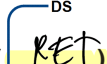
Notwithstanding these important concerns, a Buyer who is determined to prevail as successful bidder may freely elect to assume these risks of non-contingency, preferring instead to generate an offer sufficiently attractive to a Seller that the "risk" of being outbid by a competing offer is correspondingly reduced. **Each buyer must, upon careful deliberation, decide how much of which risk he or she is willing to assume.** Risk factors vary in each transaction and must be thoughtfully considered in each case. For example, where a non-contingent buyer has access to a seller-provided pre-sale disclosure "packet" containing essential inspection reports produced by reliable, reputable professionals, the risk to that buyer regarding those issues is far lower than it would be where no inspections have been undertaken at all. The latter involves maximum risk, and is strongly discouraged by Broker.

**4. Property Condition:** Irrespective of prevailing market conditions, Buyer is encouraged to engage property inspection professionals to examine the subject property, particularly where the Seller has not obtained and delivered to Buyer (prior to Buyer's submittal of an offer) a pre-sale property inspection report from a professional and disinterested property inspection expert. As stated above, a decision by Buyer to waive contingencies relating to property condition should be made only upon careful deliberation. Buyer should also review in advance such existing disclosures, inspection reports, building permit file records and other materials that could provide information and insights as to condition, value and desirability. Buyer should carefully review Seller and agent information provided in the Transfer Disclosure Statement and any additional disclosure (e.g., the PRDS Supplemental Seller Checklist) information. Additionally, where the contract provides for a pre-close of escrow "Walk-Through" (and whether the transaction is or is not "non-contingent"), Buyer should avail himself of that right and opportunity.

**This Advisory may be signed electronically and/or in counterpart.  
The undersigned acknowledge receipt of a copy of this Advisory.**

<b>Date:</b> _____	<b>Date:</b> 3/12/2021
<b>Buyer:</b> _____	<b>Seller:</b> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>47A879F34B8D47C...</small> </div>
<b>Buyer:</b> _____	<b>Seller:</b> _____

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials: (  ) ( \_\_\_\_\_ )



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# SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS ("FIRPTA") AND CALIFORNIA TAX WITHHOLDING STATUS

DESIGNED FOR USE WITH PRDS® FORMS

**1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:**

Internal Revenue Code ("IRC") §1445 provides that a transferee ("Buyer") of a U.S. real property interest must withhold tax if the Transferor ("Seller") is a "foreign person". In order to avoid withholding, IRC §1445(b) requires that the Seller: (a) provide an Affidavit to the Buyer with the Seller's Social Security Number ("SSN") or the Taxpayer Identification Number ("TIN"), or (b) provides a proper Affidavit, (such as this form) including Seller's SSN or TIN, to a "Qualified Substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such Affidavit in their possession. A Qualified Substitute may be (i) an attorney, title company, or escrow company (but not the Seller's agent) responsible for closing the transaction, or (ii) the Buyer's agent.

**2. SELLER'S INFORMATION:**

**A. PROPERTY ADDRESS** (Property being transferred): 3660 Larry Ct, San Jose, 95121 ("Property")

**B. TRANSFEROR'S NAME:** Ramona E. Trujillo ("Transferor")

**C. AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/ SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE Transferor.

**D. EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law ("FIRPTA").

☒ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

☐ (For corporation, partnership, limited liability company, trust and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

**3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:****A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA.**

(i) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code §1445. Seller shall provide a completed Affidavit to the Qualified Substitute, who will furnish a statement to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's Affidavit; (ii) the Affidavit is complete; and (iii) the Seller states in the Affidavit that no withholding is required because an exemption is claimed.

(ii) Qualified Substitute and listing Broker shall NOT provide the information in paragraph 3B to Buyer.

**OR B. ☐ ("If checked") TRANSFEROR'S ADDITIONAL INFORMATION DIRECT TO BUYER: Seller shall complete the information below and provide a completed form to Buyer.**

(i) Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"): \_\_\_\_\_

(ii) Address: \_\_\_\_\_  
(Use HOME address for individual Transferors. Use OFFICE address for an "Entity" i.e., corporations, partnerships, limited liability companies, trusts, and estates).

(iii) Telephone Number: \_\_\_\_\_

**4. CALIFORNIA WITHHOLDING:**

Seller agrees to provide Escrow Holder with necessary information to comply with California Withholding Law Revenue and Taxation Code, §18662

I understand that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

DocuSigned by:

By Ramona E. Trujillo Date 3/12/2021  
(Transferor's Signature) (Indicate if you are signing as the Trustee of a revocable/grantor trust.)

Ramona E. Trujillo  
Printed name Title (if signed on behalf of Entity Transferor)

**Buyer's unauthorized use or disclosure of Seller's SSN or TIN could result in civil and/or criminal liability.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit)

**IMPORTANT NOTICE:** An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to an attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

## FEDERAL GUIDELINES

**FOREIGN PERSONS DEFINED.** The following general information is provide to assist sellers in determining whether they are “foreign persons” for purposes of the Foreign Investment in Real Property Tax Act (“FIRPTA”), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (“U.S.”) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

**NONRESIDENT ALIEN INDIVIDUAL.** An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner) is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

**GREEN CARD TEST.** An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the “green card test.”

**SUBSTANTIAL PRESENCE TEST.** An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year, and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

**DAYS OF PRESENCE IN THE U.S. TEST.** Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico, or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

**EXEMPT INDIVIDUAL.** For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- (1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with and international organization or (c) an immediate family member of a person described in (a) or (b).
- (2) A teacher or trainee temporarily present in the U.S. under a “J” visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher/trainee or as a student for any two calendar years during the preceding six calendar years.
- (3) A student temporarily present in the U.S. under an “F” or “J” visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

**CLOSER CONNECTION TO A FOREIGN COUNTRY.** Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current year if he/she:

- (1) Is present in the U.S. on fewer than 183 days during the current year, and
- (2) Has a tax home in a foreign country and has a closer connection to that country than to the U.S.

**SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

**NON-RESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS** may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

**A FOREIGN PERSON OR PARTNERSHIP** is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

**GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS.** A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- (1) at all times during the tax year, less than 25% in value of the corporation’s stock is owned, directly or indirectly, by foreign persons, and
- (2) at least 20% of the corporation’s gross income is derived from sources within Guam or at least 65% of the corporations income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

**A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR** of a trust or and estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.



## SQUARE FOOTAGE AND ACREAGE ADVISORY

Property Address: 3660 Larry Ct, San Jose, 95121

### **DIFFERENT SOURCES FOR SQUARE FOOTAGE AND OTHER MEASUREMENTS:**

Measurements of structures vary from source to source and that data is often contradictory. There is no one “official” size source or a “standard” method of calculating exterior structural size, interior space or square footage. For instance, Appraisers often exclude the thickness of walls, stairwells and laundry rooms to determine “livable” square footage; however, architects and other floor-plan design professionals employ a wide variety of methods to calculate the size of improvements. Assessors generally use gross, permitted size. Measurements taken by various professionals may not include some “finished” or “unfinished” space and generally exclude known illegal space.

Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine whether or not to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyers and the accuracy of any such figures should be independently verified by Buyers with their own experts including, but not limited to, a licensed appraiser.

### **PROPERTY SIZE, DIMENSIONS, CONFIGURATIONS AND BOUNDARIES:**

Fences, retaining walls, hedges and other landscaping, watercourses or other natural or man-made structures may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. There are sources available which refer to lot size, lot dimensions, location of improvements and property configurations, such as the County Assessor, Recorded maps, Developer plans or existing surveys, but that documentation may not be accurate, may not be available, and should not be relied upon by Buyers for any purpose. If lot size, dimensions, boundary lines, property configurations, locations of improvements are important to Buyers’ decision to purchase or the price Buyers are willing to pay, then Buyers should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.

**Different sources of exterior and/or interior structural size, square footage and/or lot size may include the following sources noted in the chart below: (NOTE: Any numbers inserted into the spaces below are approximations only, were taken from the referenced source, and other size numbers may exist from other sources.)**

Source of Information	Structure	Lot	Source of Information	Structure	Lot
Multiple Listing Service:			Architectural Drawings:		
County Assessor:			Floor Plan/Drawings:		
Appraisal #1:			Survey:		
Appraisal #2:			Other: Realist	1,804 sf	6,153 sf
Condominium Map/Plan:			Other: Title Company	1,804 sf	6,120 sf

**If no numbers are included in the chart above, the undersigned Agent is not aware of any size discrepancies in the structure or lot.**

**Seller and Real Estate Licensees have not and will not verify the accuracy of any representations from any source regarding acreage, lot sizes, dimensions, configurations, dimensions or boundary lines/markers, location of improvements, square footage numbers, or price per square foot estimates. Agent will not be conducting any on-site or off-site investigations to determine the existence of any other sources for that information.**

The chart above was completed by the undersigned Agent on 3/10/2021

Agent: DocuSigned by:  
Dave Clark  
C1AE77E23DEE40C...

Date: 3/12/2021

**I acknowledge that I have received a copy of this Advisory/Disclosure:**

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

**The undersigned Seller acknowledges receipt of a copy of this Advisory/Disclosure and confirms that Seller does not have any information or documentation that differs from the information contained in the chart above.**

Seller: DocuSigned by:  
Ramona E. Trujillo  
47A879F34B8D47C...

Date: 3/12/2021

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

BROKERS AND REAL ESTATE SALESPERSONS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.





3660 Larry Ct, San Jose, CA 95121-2531, Santa Clara County



MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS List Price
4	1,804	6,153	\$998,000
MLS Baths	Yr Built	Type	MLS List Date
2	1970	SFR	03/10/2021

OWNER INFORMATION			
Owner Name	Trujillo E V & R E Livin Trust	Tax Billing Zip	95121
Tax Billing Address	3660 Larry Ct	Tax Billing Zip+4	2531
Tax Billing City & State	San Jose, CA	Owner Occupied	Yes

LOCATION INFORMATION			
School District	E Side Un	Tract Number	3967
Community College District	San Jose	Property Carrier Route	C007
Elementary School District	Franklin Mckinley	Zoning	R1-8
Census Tract	5032.07	Market Area	11

TAX INFORMATION			
APN	494-29-033	Tax Area	17031
% Improved	83%	Lot Number	47
Legal Description	TRACT 3967 CAMEO VILLAS BOO K 247 PAGE 4 LOT 47		

ASSESSMENT & TAX			
Assessment Year	2020	2019	2018
Assessed Value - Total	\$105,316	\$103,252	\$101,229
Assessed Value - Land	\$17,927	\$17,576	\$17,232
Assessed Value - Improved	\$87,389	\$85,676	\$83,997
YOY Assessed Change (\$)	\$2,064	\$2,023	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2018	\$2,608		
2019	\$2,643	\$35	1.33%
2020	\$2,759	\$116	4.4%

Special Assessment	Tax Amount	RECEIVED & READ	
Sj Sewer Sani/Storm	\$594.12		
Sj Current Garbage Services	\$533.04		
Fmsd Meas Hh 2016	\$72.00		
Scvwd Safe	\$67.66		
Clean Water	\$36.30	SIGNATURE	DATE
S.j. Library Assmt.	\$24.00	SIGNATURE	DATE
Sccosa Measure Q	\$19.48		
Scvwd Flood Contr	\$12.00		
Sfbra Measure Aa	\$12.00		
Sccosa Asmt Dist 1	\$8.60		
Mosquito Asmt #2	\$5.08		
Scco Vector Contro	\$1,384.28		
Total Of Special Assessments			

CHARACTERISTICS			
Land Use - CoreLogic	SFR	Total Baths	2
Land Use - County	Resid Single Family	Full Baths	2
Lot Frontage	60	Fireplaces	1
Lot Depth	102	Heat Type	Heated
Lot Acres	0.1413	Porch	Porch
Lot Area	6,153	Patio Type	Open Patio

Style	U-Shape
Year Built	1970
Effective Year Built	1970
Building Sq Ft	1,804
Stories	1
Basement Type	MLS: Crawl Space
Total Rooms	8
Bedrooms	4

Parking Type	Type Unknown
Garage Capacity	MLS: 2
No. Parking Spaces	MLS: 2
Garage Sq Ft	445
Construction	Wood
Other Impvs	Laundry Room
Condition	Average
Quality	Average

LISTING INFORMATION			
MLS Listing Number	ML81833475	MLS Curr. List \$	\$998,000
MLS Status	Active	MLS Orig. List \$	\$998,000
MLS Status Change Date	03/11/2021	MLS Listing Agent	5066526-Dave Clark
MLS Listing Date	03/10/2021	MLS Listing Broker	KELLER WILLIAMS REALTY-SILIC ON VALLEY

LAST MARKET SALE & SALES HISTORY			
Recording Date	07/29/1975	Owner Name	Trujillo E V & R E Livin Trust
Document Number	5058340	Seller	Owner Record
Deed Type	Deed (Reg)		

Recording Date	09/10/2020	12/31/2015	03/12/2003	07/29/1975
Nominal	Y	Y	Y	
Buyer Name	Trujillo E V & R E Livin Trust	Trujillo E V & R E Trust	Trujillo Ernesto V & Ramona E	Trujillo Ernesto V & Ramona E
Buyer Name 2			Trujillo Ramona E	Trujillo Ramona E
Seller Name	Trujillo Ernesto V	Trujillo Ernesto V & Ramona E	Trujillo Ernesto V & Ramona E	Owner Record
Document Number	24608258	23187373	16877896	5058340
Document Type	Affidavit	Grant Deed	Grant Deed	Deed (Reg)

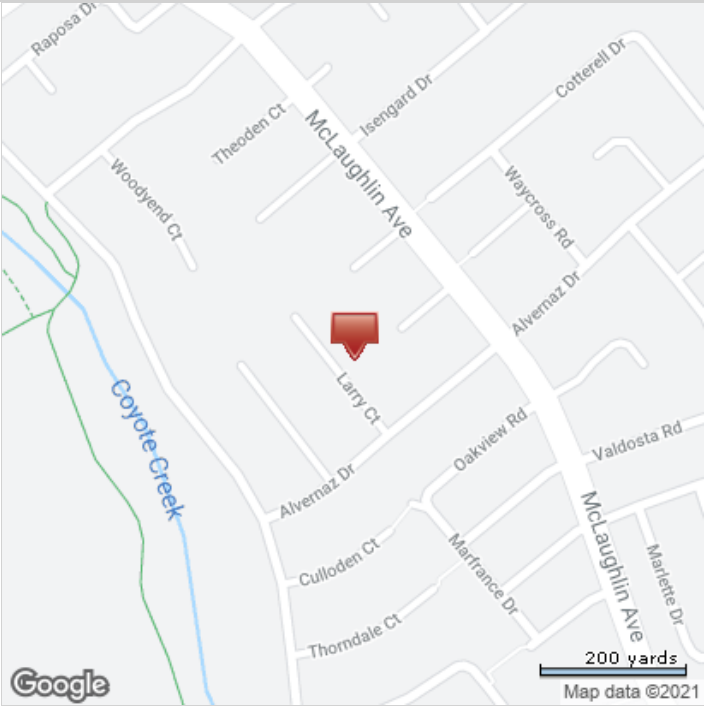
MORTGAGE HISTORY					
Mortgage Date	09/10/2020	11/20/2013	04/19/2012	03/12/2003	12/27/1995
Mortgage Amount	\$400,000	\$55,000	\$178,660	\$199,000	\$17,000
Mortgage Lender	Private Individual	City Of San Jose	Jp Morgan Chase Bk	Chase Manhattan Mtg	Patelco Fcu
Mortgage Code		Conventional	Conventional	Conventional	Conventional
Mortgage Type	Construction	Refi	Refi	Nominal	Refi

Mortgage Date	10/25/1993	01/13/1993
Mortgage Amount	\$170,000	\$170,000
Mortgage Lender	Countrywide Fndg	
Mortgage Code	Conventional	Private Party Lender
Mortgage Type	Refi	Refi

PROPERTY MAP



\*Lot Dimensions are Estimated





RECEIVED & READ

SIGNATUREDATE

Property Details Report

Subject Property Location

Property Address	3660 LARRY CT	Report Date: 03/12/2021
City, State & Zip	SAN JOSE, CA 95121-2531	Order ID: R33784145
County	SANTA CLARA COUNTY	
Mailing Address	3660 LARRY CT, SAN JOSE, CA 95121-2531	Property UseSingle Family Residential
Map Reference		Parcel Number494-29-033
Thomas Bros Pg-Grid	855-5A	Census Tract5032.07


Legal Description	
Lot	
Section/Block	/
Tract No	3967
Abbrev. Description	CAMEO VILLAS LOT 47



Current Ownership Information			
Owner Name(s)	TRUJILLO ERNESTO VASQUEZ AND RAMONA ESPARZA	Sale Price	
		Transfer Date	11/13/2015
		Recording Date	12/31/2015
Vesting		Recorder Doc #	23187373
		Book/Page	

Latest Full Sale Information	
Details beyond coverage limitations	
Financing Details at Time of Purchase	
No financing details available	

Loan Officer Insights
No details available

Lien History				
Trans. ID	Recording Date	Lender	Amount	Purchase Money
No details available				

Property Characteristics						
	Bedrooms	4	Year Built	1970	Living Area (SF)	1,804
	Bathrooms/Partial	2	Garage/No. of Cars	Garage/2	Price (\$/SF)	
	Total Rooms	8	Stories/Floors	1 Story	Lot Size (SF/AC)	6,120/.14
	Construction Type		No. of Units		Fireplace	
	Exterior Walls		No. of Buildings		Pool	
	Roof Material/Type		Basement Type/Area		Heat Type	Yes
	Foundation Type		Style		A/C	
	Property Type	Residential	View		Elevator	
	Land Use	Single Family Residential			Zoning	R1-8

Assessment & Taxes						
	Assessment Year	2020	Tax Year	2020	Tax Exemption	
	Total Taxable Value	\$105,316	Tax Amount	\$2,759	Tax Rate Area	17-031
	Land Value	\$17,927	Tax Account ID			
	Improvement Value	\$87,389	Tax Status	No Delinquency Found		
	Improvement Ratio	82.98%	Delinquent Tax Year			
	Total Value		Market Improvement Value			
	Market Land Value		Market Value Year			



# Assessor's Map

## Subject Property Location

Property Address 3660 LARRY CT  
 City, State & Zip SAN JOSE, CA 95121-2531  
 County SANTA CLARA COUNTY  
 Mailing Address 3660 LARRY CT, SAN JOSE, CA 95121-2531  
 Map Reference

Report Date: 03/12/2021

Order ID: R33784146

Property Use Single Family Residential

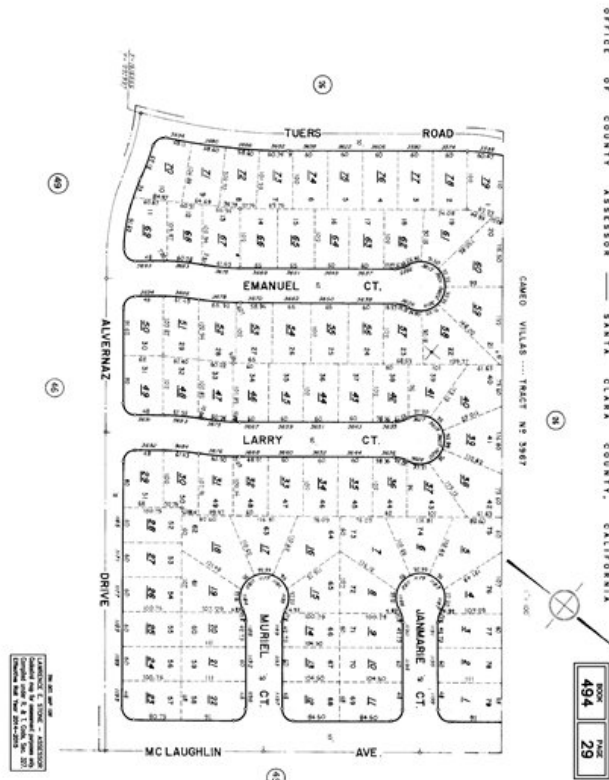
Parcel Number 494-29-033



Click here to get the map in PDF



Click here to get the map in TIFF



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**DROUGHT ADVISORY**

**PROPERTY ADDRESS:** 3660 Larry Ct, San Jose, 95121

The Governor of the State of California recently issued a proclamation that the State of California is in a State of Emergency due to severe drought conditions. Water has been restricted by many local municipalities and water authorities. In addition, the California State Water Resources Control Board may institute mandatory statewide water restrictions. Water restrictions may impact the Property in a number of ways, including limiting water usage and/or increasing water costs. These limitations may affect the quality of life at the Property and the ability to use water in the home or for landscaping, agricultural or livestock purposes.

It is strongly recommended that Buyer thoroughly investigate this issue, including but not limited to: inquiring of the Seller whether the Seller is aware of any water restrictions or received any such notices; contacting the local water authority; contacting the local government including City and County authorities; and publicly searching whether there are any water limitations. If the local authorities have not yet instituted water limitations, they could be contemplating it in the future. Buyers are encouraged to research whether this issue is being addressed by any of the local authorities.

Buyer acknowledges that brokers do not have expertise in water usage rights or limitations. Buyer further acknowledges and agrees that broker: 1. does not have an obligation to research any water restrictions relating to the Property; 2. shall not be responsible for inspecting public records concerning water usage at the Property; 3. shall not be responsible for providing tax or legal advice regarding the Property; and 4. shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity.

**BUYER AGREES TO SEEK LEGAL, TAX, INSURANCE, WATER AND OTHER DESIRED ASSISTANCE FROM APPROPRIATE OFFICIALS.**

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## RESIDENTIAL FIREPLACE DISCLOSURE

Residential Wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed that there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District (BAAQMD) established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and to protect public health.

The Wood Smoke Rule requires anyone selling, renting, or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM<sub>2.5</sub> can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose, and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer, and premature death. Exposure to fine particulates can worsen existing respiratory conditions. High PM<sub>2.5</sub> levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly, and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM<sub>2.5</sub> exposure.

The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets, or any solid fuels in fireplaces, wood stoves, or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

Receipt of this Advisory is acknowledged:

**Buyer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Buyer:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **WATER CONSERVING PLUMBING FIXTURE DISCLOSURE AND ADVISORY FOR SELLERS AND BUYERS**

**BOTTOM LINE:** Buyers should be made aware that by January 1, 2017 all single-family residences (which were built and available for use on or before January 1, 1994) must install water-conserving plumbing fixtures to replace noncompliant plumbing fixtures.

**BACKGROUND:** A 2009 law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are “noncompliant” by certain dates, as discussed below.

A **noncompliant plumbing fixture** means: (1) any toilet manufactured to use more than 1.6 gallons of water per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet that emits more than 2.2 gallons of water per minute. (*Civ. Code Sec. 1101.3*)

### **I. DATES FOR COMPLIANCE:**

**1. SINGLE-FAMILY RESIDENCES:** This means any real property that is improved with, or consisting of, a building containing not more than one unit that is intended for human habitation. Therefore, a condo, even a single condo occupied by only one family, is not a single-family residential property under this law.

**A. UNTIL DECEMBER 31, 2016:** This law requires that, if a single-family residence is altered or improved, the installation of such fixtures must be a condition of final permit approval.

**B. AFTER JANUARY 1, 2017:** ALL single-family residences must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.

### **2. MULTI-FAMILY AND COMMERCIAL PROPERTIES:**

**A. UNTIL DECEMBER 31, 2018:** As a condition of final permit approval, owners must replace all plumbing fixtures with water-conserving fixtures if:

1. Permits are obtained to increase the floor area by more than 10%; or,
2. Building alterations or improvements exceed \$150,000 in costs; or,
3. Permits are obtained for a room with plumbing fixtures.

**B. AFTER JANUARY 1, 2019:** All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures. Also, starting on that date, sellers of such properties must disclose to the prospective buyer whether the property includes any noncompliant plumbing fixtures.

**NOTE:** For more details, check the law at Civil Code Sections 1101.1 – 1101.9 and consult with a qualified California real estate attorney with any questions.

**II. LOCAL ORDINANCES AND INTERPRETATIONS:** A number of cities are adopting the interpretation by the Contractors State License Board (CSLB) and the California Building Officials (CALBO) group of the terms “alterations” or “improvements” which would exclude certain repair and maintenance items from the requirements of this law. Specifically, they are taking the position that construction related to repairs or maintenance of the structure is not considered to be an alteration or improvement. **It is important that sellers and buyers check with their local Building Department to determine which exclusions each particular city or county consider as being repairs and maintenance items exempt from this law.**

**III. TRANSFER DISCLOSURE STATEMENT (TDS):** A disclosure regarding this law was added to the TDS in the form of a checkbox on the first page where a seller can disclose whether the property has water-conserving plumbing fixtures.

Because the law does not currently require all properties to have the entire property retrofitted with water-conserving plumbing fixtures (unless one of the events above occurs), the checking of the box by Seller on page one of the TDS for “Water-Conserving Plumbing Fixtures” may indicate that the entire property has compliant fixtures, or it may mean that only some of the fixtures are compliant fixtures. There is a short explanation on page 2 of the TDS as to what this means.

**BUYERS:** If the seller has not checked the applicable box on the TDS, it is possible that the property does not have the plumbing fixtures installed at this time and you will be required to comply as specified above. And, even if that box is checked by the Seller on the TDS, that may not indicate that all plumbing fixtures in the property are compliant.

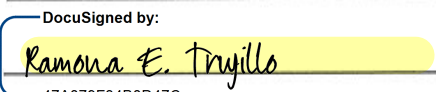
**There is no requirement in the law for sellers to install these fixtures as a part of the sale.**

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Seller:   
47A879F34B8D47C...

Date: 3/12/2021

Seller: \_\_\_\_\_

Date: \_\_\_\_\_



2110 S. Bascom Avenue #101, Campbell, CA 95008

(408) 626-9800

**AGENT AUTHORIZATION**

I/We hereby give Dave Clark of Keller Williams Realty authorization to order on my/our behalf the following inspections, reports, documents and/or for the real property commonly known as: 3660 Larry Ct, San Jose, 95121.

I/We agree to pay any costs incurred by the ordering of any of the following:

Please Initial

	YES	NO		COMPANY
DS RET			(1) Preliminary Title Report – Open Escrow	
DS RET			(2) Pest Control Inspection	
DS RET			(3) Roof Inspection	
DS			(4) Pool/Spa Equipment Inspection	
DS RET			(5) General Property Inspection	
DS RET			(6) Geological & Flood Hazard Zone Disclosure	
DS RET			(7) Environmental Risk Report	
			(8) On-site Soils/Geological Inspection	
			(9) On-site Asbestos Inspection	
			(10) Electrical Inspection	
			(11) Plumbing Inspection	
			(12) MAI/FNMA Appraisal	
			(13) Copies of Permits	
			(14) Mold Inspection	
			(15) Other _____	

Date: 3/12/2021

Buyer/Seller

DocuSigned by:

Ramona E. Trujillo

47A879F34B8D47C...

Date: \_\_\_\_\_

Buyer/Seller





**SELLER ADVISORY REGARDING COMPLETING  
THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT  
AND OTHER SELLER DISCLOSURE FORMS**

Property Address: 3660 Larry Ct, San Jose, 95121

All Sellers in California have an affirmative duty to disclose to Buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failure to do so may lead to a claim or a lawsuit against you which can be very costly and time consuming.

As a Seller, you may be required to fill out one or more of the following Disclosure Forms: 1. Real Estate Transfer Disclosure Statement (“**TDS**”); 2. Seller Property Questionnaire (“**SPQ**”); 3. PRDS Seller Supplemental Checklist (“**SSC**”); 4. San Francisco Seller Disclosure; and/or 5. an Exempt Seller Disclosure (“**ESD**”).

You should follow the general suggestions below should be followed when filling out any or all Disclosure Forms.

**PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**

1. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
2. Locate any prior Disclosure Forms, reports, studies, repair estimates, plans, appraisals, invoices, photographs, or other documentation that includes information, of any age or date, that may be responsive to any of the questions or otherwise relate to the Property. This documentation may include what you have created for your records or posted online (on any form of social media, including blogs, personal websites, Facebook, etc.) or received as a member of an HOA or as a Board member of an HOA.
3. Use your existing documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms.
4. Walk all the way around the inside and outside of the Property with the Disclosure Forms in hand to better remember issues, conditions, problems, defects, repairs or other concerns.
5. Allow plenty of time to fully complete the Disclosure Forms.
6. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters).

**COMPLETING ALL DISCLOSURE FORMS:**

1. **Do Not** leave any questions blank or unanswered; answer all questions and provide all documents, information and explanations to every “**Yes**” response in the blank lines or add an Addendum to the Disclosure Form.
2. If you do not know the answer to any question, then you are “not aware” and should answer that question “No”.
3. The Disclosure Forms are designed to get Sellers to provide Buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or

problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the “who, what where, when and how”.

4. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
5. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as “never”, “minor”, “insignificant”, “small” or “infrequent”; these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others.
6. Consider all issues, conditions or problems that impact your Property even those that are not necessarily on your Property but are related to a neighbor’s property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells or other nuisances).
7. Even if you have learned to live with an issue, condition or problem, disclose it.
8. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose it but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
9. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
10. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
11. If you are relying on written or oral information you received from someone else, even if you disagree with that information or unsure as to its truth, disclose and identify the source of that information.

### **COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:**

#### **REAL ESTATE TRANSFER DISCLOSURE STATEMENT (“TDS”)**

**Section I** allows Sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those “Substituted Disclosures” does not eliminate your responsibility to fully and completely disclose all known information that is requested in the TDS.

**Section II A** asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the Property and asks whether any of those existing items are “not in operating condition”, a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control what items must remain with the Property after close of escrow; the Purchase Agreement determines what items must remain.

**Section II B** asks if you are aware of any significant defects/malfunctions in certain identified areas of the Property. There is no definition for “significant defects/malfunctions”; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

**Section II C** asks sixteen questions regarding the Property and surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond “Yes” to any question please provide as much information as possible.

If you are answering any of these questions “No” because you lack familiarity with the Property or the topic of any question, then you should fully explain the reasons, such as that you have not seen the Property in a long time or at all. Buyers need to understand that your “No” answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

**Question 16** in Section II C which asks about certain legal issues, conditions or problems. First, it asks you to disclose any lawsuits by you or against you threatening to or affecting the Property. Next it asks about matters related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB 800 or Title 7 and which generally applies to residential real property built by a “Builder” (as defined in Section 911) and sold for the first time on or after January 1, 2003. Section 900 of that law provides for a limited one-year warranty from the Builder. Section 903 refers to an “enhanced protection agreement” if such is provided by the Builder. Sections 910 and 914 reference prelitigation procedures and remedies in the event of a claim against the Builder.

### **SUPPLEMENTS TO THE TDS**

The **TDS** does not include questions regarding everything that Sellers need to disclose to Buyers, such as whether there has been a death on the Property within the last 3 years. Another example of a legally required disclosure that is not in the TDS became effective January 1, 2017, **Sellers of single family residences built prior to January 1, 1994 must disclose if the Property has any noncompliant plumbing fixtures** which means: 1. Any toilet using more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM

Because of the limitations in the **TDS**, the California Association of REALTORS® created a statewide Supplement to the **TDS** called the **SPQ**. PRDS, another REALTOR® organization created a detailed Supplement to the **TDS** called the **SSC** that is designed for use in San Mateo and Santa Clara Counties. In San Francisco, the local Association of REALTORS® created a San Francisco Seller Disclosure for use in that city. These Supplemental Disclosure Forms enable Sellers to fulfil their obligation to disclose all known material facts regarding the Property and/or the neighborhood that are not asked about in the **TDS**. Sellers completing a **TDS** should fully complete either the **SSC** or the **SPQ**.

### **EXEMPT SELLER DISCLOSURE FORMS**

Some Sellers of real property may be legally exempt from completing the TDS. For example, Probate and Bankruptcy Court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a Trust which has Trustee(s) acting in the capacity of a Seller may also be exempt but not all Trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you are not obligated to complete that form or any Supplement to the TDS.

**However**, being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all Sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the Buyer. Therefore, both **CAR** and **PRDS** have created Exempt Seller Disclosure Forms to aid exempt Sellers in meeting their disclosure obligations. Pay particular attention to the “catch-all” question in each Exempt Seller form (Question 4.J in the CAR form. Question 2 in the PRDS form) which asks you to disclose your awareness of any other material facts or defects affecting the property. These “catch-all” questions are designed to prompt you to fully comply with your disclosure obligations.

**FINAL RECOMENDATIONS:**

It is important that you fully complete the TDS and/or any other Disclosure Forms as honestly as you can. To that end, your Listing Agent strongly recommends that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, are presently filed or that will be filed regarding the Property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosures Forms in a timely fashion.
- **If you have any questions about the applicability of any law to the Property, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not tell you if any law is applicable to the Property.**
- **If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.**
- **When in doubt, the best answer to "Do I need to disclose ...?" is always "YES, disclose it."**

**I/We have received and read this 4-Page Advisory.**

DocuSigned by:  
Seller: Ramona E. Trujillo  
47A879F34B8D47C...

Date: 3/12/2021

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

TRANSACTION INFORMATION AND AUTHORIZATION FORM

Property Address: 3660 Larry Ct, San Jose, 95121

Escrow Number: \_\_\_\_\_

Owner (s) Name: \_\_\_\_\_ / \_\_\_\_\_

Social Security Number (s): \_\_\_\_\_ / \_\_\_\_\_

1<sup>st</sup> Lender: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Approximate Balance: \$ \_\_\_\_\_

2<sup>nd</sup> Lender: \_\_\_\_\_

Loan Number: \_\_\_\_\_ Approximate Balance: \$ \_\_\_\_\_

Homeowners Association (is Applicable): \_\_\_\_\_

Management Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

-----  
To Payoff Lenders:

You are hereby authorized and instructed to issue a Payoff Demand or statement to \_\_\_\_\_

\_\_\_\_\_ Title Company pursuant to their attached request.

Dated: 3/12/2021

DocuSigned by:  
X Ramona E. Trujillo X \_\_\_\_\_  
Seller 47A879F34B8D47C... Seller





## The Importance of Providing a Buyer with a C.L.U.E. ® Report

When you list your property for sale, the disclosure documents you will be asked to sign ask if you, Seller, are aware of insurance claims affecting the property in the past 5 years.

A C.L.U.E. ® Report lists all insurance claims affecting your property within the past 5 years as documented by the insurance industry.

Your real estate broker strongly recommends that you order a C.L.U.E. ® Report rather than rely on memory. It is best to order a C.L.U.E. Report so that the buyer has an accurate report of any and all insurance claims for the past 5 years. This could reduce the risk of a claim by buyer later for an undisclosed claim.

The C.L.U.E. ® Report does not display information that you may wish to keep private, such as your name, SSN and date of birth.

The report is available immediately via online delivery for your primary address, or by mail for other properties you own.

LexisNexis, which owns the C.L.U.E. ® Report, will only allow the property owner to order the report. To order a C.L.U.E. ® Report:

1. Go to the LexisNexis website at [www.personalreports.lexisnexis.com](http://www.personalreports.lexisnexis.com)
2. Click on the “Additional Reports” tab
3. Then click on “Home Seller’s Disclosure Report”
4. Create an Account and order the Report

### Received:

Seller: DocuSigned by: Ramona E. Trujillo Date: 3/12/2021  
47A879F34B8D47C...

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

*Keller Williams Realty***WIRE FRAUD SCAM ALERT**

Cyber-crime is an unfortunate reality for many large institutions and is also a potential threat in real estate transactions.

Wiring funds directly to escrow is still viewed by the real estate industry as a better practice than having real estate agents physically transporting buyers' deposit checks. However, recently there is a small but growing scheme in which buyers have received e-mails allegedly from an escrow company providing wire information for use by the buyer to transmit earnest money or purchase money deposits for their purchase transaction. Unfortunately, hackers intercept these escrow company e-mails and then alter the account information in the e-mails to re-direct the buyer's funds to the hacker's account. The altered e-mails from the hacker appear to be genuine containing the escrow company's e-mail information and/or logos, etc. When the buyers wire their funds pursuant to the altered instructions, their money disappears, often to an off-shore account, with little chance of recovery.

It appears that the hackers monitor the e-mail traffic of the escrow company or the buyer and thus are aware of the timing of pending transactions. In reported instances, it was a buyer who was induced to misdirect their own funds; however these hacked e-mails could conceivably be used to cause sellers to be victims as well.

To protect your funds and to avoid identity theft, you are encouraged to take appropriate, immediate steps to secure the computer systems that you use along with all e-mail accounts. Buyers and sellers should confirm all e-mail wiring instructions directly with the escrow officer by calling the escrow officer and in that conversation the correct account number information should be repeated verbally before taking any steps to have the funds transferred.

If there is any indication that you have received questionable wiring instructions, you should promptly notify your bank, your real estate agent and the escrowholder. There are many on-line sources that can provide useful information regarding this topic including, but not limited to, the following sites:

The Federal Bureau of Investigation @ [www.fbi.gov](http://www.fbi.gov)  
The Internet Crime Complaint Center @ [www.ic3.gov](http://www.ic3.gov)  
The National White Collar Crime Center @ [www.nw3c.org](http://www.nw3c.org)  
On Guard Online @ [www.onguardonline.gov](http://www.onguardonline.gov)

**The undersigned acknowledge receipt of this Advisory.**

<small>DocuSigned by:</small>	
Seller: <u>Ramona E. Trujillo</u>	Date: <u>3/12/2021</u>
<small>47A879F34B8D47C...</small>	
Seller: _____	Date: _____
Buyer: _____	Date: _____
Buyer: _____	Date: _____

**KELLER WILLIAMS REALTY DISCLOSURE ADDENDUM****3660 Larry Ct, San Jose, 95121**

Property Address \_\_\_\_\_

The value and desirability of a home is influenced by many factors. The physical location is also subject to various factors. The Buyer, prior to removal of the property condition contingency, is advised to investigate any and all of the factors that could affect the value and desirability of the property. The item(s) checked below might influence your decision regarding the purchase of the subject property. Should you wish additional information, you are encouraged to do further investigation.

☐ **San Jose:** Notice: As a result of the Jacob Wetterling Registration Act passed by the United States Congress and Megan's Law, states are required to release relevant information about registered offenders to protect the public. The City of San Jose has published online maps showing the general location of registered high-risk sex offenders' residences, represented by red dots. Each red dot can be clicked to show a zoomed in view of the map and then clicked again to view details about the offender and his/her conviction. The map can be accessed through the San Jose Police Department website [www.sjpd.org](http://www.sjpd.org).

Hotline number: (900) 448-3000, \$10 per call. [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)  
 California Department of Justice: (916) 227-4974 [meganslaw@doj.ca.gov](mailto:meganslaw@doj.ca.gov)  
 Santa Clara County Sheriff Department (800) 211-2220  
 San Jose Police – Megan's Law 277-4290

☐ **Morgan Hill/San Martin:** Perchlorate Contamination: Trace amounts of the contaminant perchlorate (a chemical used in the manufacture of rocket fuel and highway flares) have been found in well water in the South Valley, including wells in the City of Morgan Hill. The City has taken these wells out of service, and continues to monitor its wells at a frequency beyond that required by the State of California. As of July 28, 2003, the City of Morgan Hill advised residents in the City's website that "Test results reported on July 23, shows a "non-detect" reading for samples taken from all City wells." Perchlorate is considered to have adverse health effects, including damage to the thyroid gland, and pregnant women and infants are most at risk. Perchlorate does not have a State or Federal drinking water standard, also called a maximum contaminate level (MCL). As required by the California Health and Safety Code, Sections 116275, the State Department of Health Services (DOHS) is required to adopt an MCL for perchlorate by January 1, 2004. In the interim, the State has established the 4 ppb action level at which suppliers are required to notify their governing bodies when water they serving exceeds the action level. DOHS further recommends consumer notice of perchlorate if it is detected over its action level in drinking water that is provided to consumers. DOHS recommends that the utility inform its customers and consumers about the presence of the contaminate and its potential for adverse health effects at high levels of exposure, either by separate notice, in its annual Consumer Confidence Report, or by other method. DOHS further recommends water sources to be taken out of service when the levels of contaminations reach 10 times the action level, or in the case of perchlorate, 40ppb.

☐ **San Jose -- East Foothills:** Buyers are advised that the Property is located in an area of San Jose (the "East Foothills") which has been the subject of a review by team of geologists and engineers appointed by the City of San Jose. They have determined that old landslides located in the East Foothills could be triggered again by earthquake or heavy rains. Buyers are advised to consult with a geotechnical engineer regarding any concerns they have as to the potential for soils instability at or around the subject Property.

☐ **Santa Clara County -- Airfields:** There are four airfields in Santa Clara County: San Jose Mineta International Airport, Reid-Hillview Airport, Moffet Federal Airfield and Palo Alto Airport. Noise from aircraft and airport operations may carry over into surrounding communities.

☐ **Mountain View, Palo Alto, Los Altos -- Shoreline Amphitheater:** Concerts are held from time-to-time at this outdoor theater. Sound from these concerts may carry over into portions of Mountain View, Palo Alto and Los Altos.

☐ **Saratoga – Paul Masson Winery & Montalvo Center for the Arts:** These two venues sponsor outdoor concerts during the summer months. Sound from these concerts may carry over into portions of Saratoga.

☐ **Caltrain Commuter Service:** Commuter trains run at regular intervals from San Jose to San Francisco. Sound from these trains may carry over into portions of nearby communities.

☐ **Southern Pacific Train:** Southern Pacific trains run from San Jose to Cupertino. Sound from the trains may carry over into portions of nearby communities.

☒ **Possible School Overcrowding:** The neighborhood school which normally serves this property may or may not have space available due to overcrowding. The Buyer is advised to investigate school enrollment and availability directly with the registration department of the school district.

☒ **Water-Related Issues:** Should the seller or any subsequent inspections indicate prior water-related issues such as runoff, faulty grading, visual inspection, potential foundation failure or similar issues, Buyer is advised to thoroughly investigate the cause and possible repair costs using qualified professionals, such as a geotechnical engineer, foundation contractor, etc.

☐ **Santa Clara County – Well Tax:** The County of Santa Clara imposes a well tax. The buyer is advised to contact the County for additional information regarding the amount, method of payment and frequency of the tax.

☒ **Mold / Allergen Advisory:** Buyer is advised of the possible presence within residential and other properties of toxic (or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or other allergens (e.g., dust, pet dander, insect material, etc.) These substances may be either visible or invisible, may adhere to walls and other accessible and inaccessible surfaces, may be embedded in carpets or other fabrics, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possibly serious health consequences (contact the California Department of Health Services (510) 540-2469 for further information on this topic.) Accordingly, Buyer is advised to consider engaging the services of an environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful botanical and other allergens and substances as part of Buyer's physical condition inspection of the Property and advise Buyer regarding level of health-related risk involved and the advisability and feasibility of eradication and abatement.

Buyer is advised that, since the time necessary to accomplish such testing is likely to involve lengthier time frames than parties to a purchase contract typically allocate inspection contingencies, Buyer may need to arrange for an extended contingency period for the completion of any ordered tests.

Buyer is expressly cautioned as to the very limited and uncertain capabilities of Buyer, Seller, Brokers, and general property inspection services in recognizing and detecting the existence of such molds and other allergens and botanical substances.

☒ **Advisory Regarding Homeowner's Insurance Coverage**

The availability of homeowners' insurance (i.e. policies of insurance providing fire and other casualty and loss coverage for residential properties) is neither constant nor certain, particularly at insurance premium rates homeowners might ordinarily expect. In many cases, even large, national insurance carriers impose significant restrictions, limitations or preconditions as to insurance policies they are willing to offer a prospective home purchaser; in some instances those carriers may decline to offer any coverage at all. Reasons for this vary, and can include insurance industry concerns relating to the physical condition and attributes of a particular property, But history of claims made against the property, and even generalized concerns over the number and magnitude of claims made statewide for injury and/or loss relating to toxic mold, fire, flood and other conditions and events.



Even the number, magnitude and frequency of insurance claims *made by a prospective purchaser* (and, occasionally, even the purchaser's credit rating) might be viewed as an insurance carrier as the basis or reason for declining to provide homeowners coverage.

Buyer is advised that lenders almost always require homeowners insurance to actually be in place before funding of the home loan. Buyer it is further advised of the importance of Buyer contacting a reputable insurance broker and making full and early inquiry as to the availability of insurance coverage on the subject Property, and as to Buyer as a prospective insured.

☒ **Seller Insurance Claims History Questionnaire**

To be completed by Seller:

- 1) Within the past five years have you, or to your knowledge has any prior owner, made a claim (or otherwise given an insurance carrier notice of any loss or damage) relating to the any plumbing or other water release, any intrusion (including roof, window or siding leak), or other property damage, personal injury, or any other matter, against a homeowner's insurance policy (i.e. fire and/or other residential and personal casualty policy) covering the Property? [ ] Yes [ ] No

If "Yes," please identify the following *as to each claim* (use additional pages, if necessary):

- a) Name of the claimant \_\_\_\_\_  
 b) Insurance company and policy number \_\_\_\_\_  
 c) Approximate date of the claim \_\_\_\_\_  
 d) Nature of the claim, and how resolved, if known \_\_\_\_\_

- 2) Within the past five years has, to your knowledge, any insurance company refused to issue to you or renew for you a homeowner's insurance policy covering the property? [ ] Yes [ ] No

If "Yes," please indicate the following (use additional pages, if necessary):

- a) Approximate date of such refusal \_\_\_\_\_  
 b) The insurance company involved \_\_\_\_\_  
 c) The basis of the refusal, if known \_\_\_\_\_

- 3) Has your lender ever required that you carry flood and/or the earthquake insurance on that property? [ ] Yes [ ] No  
 If "Yes," please explain below.

4) Additional explanations: \_\_\_\_\_

☐ **Other Disclosures:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I acknowledge receiving this disclosure. I have read or will read it entirely. If I have any question regarding these disclosures, I will inquire about it.

Date \_\_\_\_\_ Date 3/12/2021

Buyer \_\_\_\_\_ Seller Ramona E. Trujillo  
 47A879F34B8D47C...

Buyer \_\_\_\_\_ Seller \_\_\_\_\_





**PRDS®**  
**SAN MATEO/SANTA CLARA COUNTIES ADVISORY**  
 DESIGNED FOR USE WITH PRDS® FORMS



## INTRODUCTION:

This Advisory is intended to be used in connection with the purchase and sale of real property located within San Mateo or Santa Clara County. PRDS does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of this information in connection with any specific real property transaction. This Advisory was created as of September 2018; the information in this Advisory may change over time, and new issues may develop due to actions taken at federal, state, county, city and private, local levels. Some of the issues that are covered in this Advisory are point-of-sale or requirements that may also be triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property, even if general information about the topic is included in the Advisory or on an inspection report. To the extent any disclosures made by Sellers are inaccurate or change over time, it is important for Sellers to update and correct their written disclosures in a timely fashion. In general, if Sellers are uncertain about whether they need to disclose something, Brokers recommend that Sellers err on the side of providing as much information as possible. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it, should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure or factual adequacy of any statement or disclosure made by Sellers. Brokers have not verified and will not verify any of Sellers' statements and disclosures and Buyers are advised to do so.
- Sellers should conduct a diligent search of their documents to determine if they have any disclosures, reports, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.
- Whether documents are signed electronically or in hard copy, Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and any supplemental seller disclosure.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and any issues that are not referenced below that may affect Buyers' determination of the value or desirability of the Property. Buyers have the right to condition their purchase on conducting such investigations. Buyers should conduct all necessary investigations prior to the Buyers' removal or waiver of any contractual inspection contingencies. Buyers are urged to do all of the following:
  - Carefully read the information contained in any advisories, disclosures, inspections, and reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, or reports.
  - Meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers, by thoroughly and thoughtfully inspecting and evaluating the Property.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some issues may be more relevant to some people than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies during their inspection contingency period, if any. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Broker has not verified and will not verify licensing and insurance information of third parties and will not determine whether vendors who prepare inspection reports or perform repairs are properly licensed to provide those services. Broker cannot and will not determine whether the reports prepared, or repair work performed, by third parties has been properly completed.
- Representations made by third parties or Sellers regarding the issues in this Advisory have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

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DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314 have been developed at different times under different building codes. They may not be able to accommodate current or future personal property items including, but not limited to, electric cars. Regardless of its age, the Property should be inspected by a competent property inspector and Buyers should obtain all additional inspections recommended by any inspector, or as Buyer may deem necessary for determining the actual condition of the Property. Property components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and could fail without notice. Not all aspects of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall or plastic pipe, which may be defective, create problems with the use or value of other aspects of the home and may be subject to manufacturer or governmental recall or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan/budget for maintenance and future repairs. Brokers have not verified and will not verify any of the issues discussed in Paragraph 1.

**2. FLOORS AND WALLS:** Amount and placement of Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings (such as carpeting and rugs), some wall coverings (such as wallpaper and paneling) and the presence of furniture may prevent Buyers, inspectors and Brokers from fully inspecting the condition of floors and walls. Exposed areas may show differing patterns of wear, shade or color. Since destructive testing may be required in order for Buyers to determine the actual condition of the floors and walls beneath coverings, Buyers may need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any.

**3. GLASS, TEMPERED:** Many homes contain non-tempered glass in areas where tempered glass is required by building codes. During Buyers' inspection period, if any, Buyers should have a contractor identify any glass that is not properly tempered. Buyers may want to replace any non-tempered glass with tempered glass to reduce the risk of injury.

**4. RESIDENTIAL FIREPLACE DISCLOSURE:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

**5. LEASED/LIENED PERSONAL PROPERTY; SOLAR PANEL LEASES:** Many homes have alarm systems, solar systems, water softeners, appliances or other equipment which may be leased or liened. Sellers should disclose to Buyers whether any appliances, systems or equipment are leased or liened and provide all documents relating to those leases and liens. Buyers should investigate whether or not any equipment leases are transferable or may require approval from the lessor, as well as what fees or costs may be imposed whether or not the leased items are to remain in place. See also Paragraph 39, below, regarding PACE liens.

Solar panels may be leased for long periods of time and are included in the sale only if agreed by Sellers and Buyers and Buyer is able to assume the lease. Solar leasing companies may secure lease payments by filing a Uniform Commercial Code form (UCC-1), which gives notice of a creditor's security interest (lien) against the Property. Buyers should consider retaining a qualified expert to investigate the solar-related system prior to assuming any solar lease. Brokers have not verified and will not verify any of the issues discussed in Paragraph 5.

**6. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** Builders of new construction are required to provide certain warranties and information about how to report claims, but may not be required to complete the Real Estate Transfer Disclosure Statement ("TDS"). When there are subsequent sales, Sellers must provide Buyers with builder warranty and claim information. The TDS asks Sellers to disclose any lawsuits by or against the Seller threatening or affecting the Property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB 800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 requires a limited one-year warranty from the builder. Section 901, et seq., refers to "enhanced protection agreements", which are sometimes provided by the builder and may extend the warranty period. Other provisions (see section 907, et al.) require the homeowner to follow all reasonable maintenance obligations and schedules communicated in writing by the builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim (see Section 944). Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the builder. Sellers who have questions about how to answer this TDS question should consult with a qualified California real estate attorney for advice. If lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a qualified California real estate attorney. Brokers are not qualified to provide any advice on these matters.

**IGE:** Multiple sources provide data regarding a property's square footage, number of rooms, number of units and age. These sources including, but not limited, to Sellers, appraisers, architects, builders and space planners, often employ quite different square footage measurement criteria. Public records (e.g., Assessor data) also contain that data may be, and often are, inaccurate but which the Multiple Listing Service ("MLS") auto-populates such information into its listings. As such, there are frequent discrepancies in advertised measurements and other data relating to structures on real property. Any statements from any source regarding square footage, size or age of Property improvements (whether contained in the MLS, advertisements, computer-generated property profiles, disclosures and reports) have not been verified and will not be verified by Brokers. If the estimated or exact square footage, number of rooms or age of the Property are important factors in Buyers' decision to purchase the Property and in determining what price to pay, Buyers should independently verify that data by hiring an Appraiser or other qualified professional during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

**8. SIZE - LOT SIZE AND BOUNDARIES:** Only a land surveyor can reliably determine actual lot size, property corners, and the exact location of boundaries. Statements regarding these issues in the MLS, advertisements, computer-generated property profiles, data in property tax assessor records or any disclosures are often approximations, or are based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any statements made by anyone regarding lot size and boundaries. If these issues are important to Buyers, they should not rely on any statements made by anyone without independently investigating these issues by hiring a licensed surveyor during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

**9. FENCES:** If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.

**10. SEPTIC SYSTEMS AND WASTEWATER TREATMENT SYSTEM REGULATIONS:** If the Property has a septic system (usually consisting of a septic tank, cesspool, leach lines, leach field, pits, or a combination thereof), Buyers should obtain a current, written inspection report from a licensed professional regarding the condition and adequacy of the Septic System for the Buyers' specific needs. Visual inspection of the tank alone is insufficient. Buyers' lender or government agencies may require an inspection and testing of the septic system. Brokers make no representations as to the condition, capacity, operability or expandability of the septic system.

Expansion or remodeling of the dwelling may be restricted or even denied due to the existence or condition of a septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the septic system (e.g., connection to sewer system) which may be expensive. The septic system may not be in compliance with current or future code requirements, and code compliance may be required for any future work done on the Property. Buyers should investigate these issues at appropriate government agencies and with qualified licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about on-site waste water treatment/septic system regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and go to the website: [www.swrcb.ca.gov](http://www.swrcb.ca.gov). See also Paragraph 80 of this Advisory.

**11. SEWERS AND SEWER LATERALS:** Many public sanitary districts and private sanitary entities serve various communities and some have different rules and regulations regarding fees and costs. Buyers need to determine whether or not the Property is part of such a district or entity and make arrangements with Sellers to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and charges relating to participation, usage, maintenance, and type of equipment (such as sewer lateral clean-outs, backflow prevention devices) and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of failed sewer laterals (from the building served to the clean out in the city's right of way). Some cities require inspection/testing, the filing of written reports and repair of sewer laterals prior to sale, remodeling or expanding the residence or when changing plumbing fixtures or utility service. Buyers should contact the applicable public district or private entity to determine what, if any, action must be taken with respect to sewer systems and sewer laterals during Buyers' inspection contingency, if any. Prior to transfer of title, some private sewage disposal systems may also mandate inspection/testing of the system, a written report and other requirements for hook-up to a public sewer system, depending upon the proximity of the Property to a public sewer system. Some jurisdictions require certification procedures pre- or post-close of escrow. Penalties for noncompliance can be imposed. Each jurisdiction has its own unique requirements which Buyer should research during Buyer's inspection contingency, if any, because these local regulations are subject to change at any time.

Even though the Property may be located in a sanitary district or subject to a sewer assessment, the Property may not be (and may not be entitled to be) connected to the sewer system. There may be a separate cost for the installation and connection of the Property to the sewer system and/or other actions that must be taken by Sellers and Buyers to transfer rights. Buyers should retain qualified professionals to evaluate the Property so as to determine the existence and condition of any sewer connections; that evaluation may require a video "scoping" of the system and/or pressure testing. Brokers have not and will not verify any of the issues discussed in Paragraph 11.

**12. WATER AND WELL SYSTEMS:** The Property may be served by a well, a spring, public or private water systems, or a combination thereof, in which case Buyers should consider requesting that Sellers complete the PRDS Well and Private Water System Checklist. Water may contain bacteria, chemical, metals, minerals, and may emit odors, Buyers should contact appropriate governmental agencies and should hire qualified professionals to determine the water source and have the water pressure, water system and its components inspected and determine the availability, quantity, quality and potability of the water. Results of such testing may vary by season and may change over time due to geological events and other factors. Water quality and/or purity may impact Buyers' intended uses for the Property including, but not limited to, the types of trees, landscaping or crops that may be grown. Brokers have not verified and will not verify any of the issues discussed in Paragraph 12.

Recent studies have revealed that some wells in Morgan Hill and San Martin contain the chemical perchlorate. Other wells in Santa Clara County may be contaminated by this or other chemicals. Any questions about possible chemical contamination including, but not limited to, its impact on any given property should be directed to the Santa Clara Valley Water District by calling (408) 265-2607 or visiting their website [atwww.valleywater.org](http://atwww.valleywater.org). See also Paragraphs 88 and 89 of this Advisory.



DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314 and provides stewardship for the county's five watersheds, including ten reservoirs, groundwater basins and hundreds of miles of streams. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District releases water from the reservoirs to replenish the underground water supply. Because the amount of local rainfall cannot be predicted, there is no way to guarantee that any given reservoir will fill up each winter or that there will be sufficient water for all purposes, including recreation facilities. Brokers are not experts on this topic.

Buyers can obtain additional information from the Santa Clara Valley Water District by calling (408) 265-2607 or go to the following website: [www.valleywater.org](http://www.valleywater.org).

**13. WATER SHORTAGES AND CONSERVATION / WATER CONSERVING PLUMBING FIXTURES:** The Property may be subject to state or local water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, mandatory rationing and the need to bring in water from outside sources. The policies of local water districts and the city or county in which the Property is located can result in limitations on the amount of water available to the Property, restrictions on its use of water, increasingly graduated costs, and penalties for excess usage. Buyers should contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyers' intended use or development of the Property. If the Property is serviced by a private well or private water system, drought conditions or a low water table, it may become necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water supply companies for the costs involved.

Current law [Civil Code Section 1101.1, et seq.] requires that "noncompliant plumbing fixtures" be replaced with "water-conserving plumbing fixtures" by certain prescribed deadlines. A "noncompliant plumbing fixture" is (1) any toilet manufactured to use more than 1.6 gallons of water per flush (2) any urinal manufactured to use more than one gallon of water per flush, (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute and (4) any interior faucet that emits more than 2.2 gallons of water per minute. The compliance deadlines are as follows:

**A. Single Family Residences:** If an alteration or improvement is undertaken for which a permit is required, compliance is a precondition of final permit approval (or, as applicable, certificate of final completion or occupancy). All single family residences built before 1994 must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. [Note: Condominium units are not subject to this requirement.]

**B. Multifamily and Commercial:** Compliance is required where (1) building additions increase the floor area of the space in the building by more than 10%, (2) estimated costs of alterations or improvements exceed \$150,000 or (3) plumbing fixtures are located in the room where permit-required work is undertaken. **After January 1, 2019, however,** all multifamily and commercial properties must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. **CAUTION:** Owners of such properties should carefully review the applicable statutory language and seek legal advice regarding compliance with the many important elements of compliance, disclosure, notification and other provisions not detailed in this summary.

**14. WET WEATHER CONDITIONS:** California experiences a wide range of weather conditions and at times has heavier-than-usual rainfall. During heavy rains, properties may become susceptible to earth movement, drainage problems and flooding. Properties which may not have experienced past water intrusion into or under improvements may experience these conditions due to weather-related phenomena. Sellers are obligated to disclose to Buyers those defects or conditions known to Sellers which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the condition of a Property or its improvements caused by unusually wet weather. Buyers should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

**15. WATER INTRUSION:** Many homes suffer from water intrusion or leakage either on a short-term or long-term basis. Causes of water intrusion are varied, and may include defective construction, faulty grading, deterioration of building materials and absence of waterproofing. Water intrusion can cause serious damage to the Property including, but not limited to, wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be significant. The existence and cause of water intrusion is often difficult to detect. An absence of visual evidence of water intrusion does not mean that such intrusion does not exist. Buyers should have the Property inspected for water intrusion by a licensed professional during Buyers' inspection period, if any. Brokers cannot determine the amount, degree or cause of water intrusion or the extent of any damage that may exist.

**16. GROUND WATER, NATURAL SPRINGS AND WATER RUNOFF:** Some properties have high water tables that can lead to water intrusion problems, intensify mold growth and compromise the stability of soils and foundations. High water tables may affect septic systems, wells and the development, use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and rain water runoff issues that may result in standing water, dry rot, flooding, mold, foundation failure or other potential water damage to improvements. Hillside properties or properties with retaining walls may be more susceptible to these issues. Buyers should retain geotechnical engineers and civil engineers to help evaluate the effect of high water tables on the Property and consider drainage modifications to protect the structure and improve the value, development, use, and enjoyment of the surrounding area. If the Sellers' disclosures, any visual inspection of the Property, or any professional inspection report indicates a past or current water-related issue, Buyers are strongly encouraged to thoroughly investigate the problem (even if it is common to the area) to determine its cause and possible repair costs to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified and will not verify any of the issues discussed in Paragraph 16.

**17. CREEKS AND CULVERTS:** Many properties are impacted by creeks (narrow channels or small streams) and culverts (man-made structures used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is near a creek or culvert, Buyers should engage licensed professionals and investigate the possibility of flooding and water intrusion that may result from those water sources during Buyers' inspection period, if any. In addition, federal, state, county and some city entities and agencies have enacted regulations regarding creeks and culverts.



**18. LEVEES:** A levee is an embankment to prevent a river or body of water from flooding surrounding land. Due to proximity to various bodies of water and waterways, several geographic areas either have existing levees or require the construction of new levees. The Federal Emergency Management Agency ("FEMA") is responsible for certifying that any existing or proposed levees will protect an area against certain flood levels. FEMA is in the process of digitizing and updating their Flood Insurance Rate Maps ("FIRM") for several areas. All levees must be properly maintained and FEMA has indicated that certain levees need to be improved. The current and future existence or condition of a levee may impact the need for flood insurance. Brokers are not qualified to determine whether or not the Property is or will be impacted by the existence, maintenance, improvement or construction of any levee. For more information contact the relevant County government or FEMA at: [www.fema.gov](http://www.fema.gov).

**19. WOOD DESTROYING PESTS AND ORGANISMS:** The presence of wood destroying pests or organisms can cause damage to the structures on the Property. To determine whether such pests or organisms are present, Buyers should have the Property inspected during Buyers' inspection period, if any, by a licensed structural pest control company which will issue a written report separated into two sections: Section 1 will identify areas where current infestation or infection is evident. Section 2 will identify conditions which will likely lead to infestation or infection. Repairs and corrections to the issues in this Paragraph are negotiable by and between Buyer and Seller.

**20. ANIMALS, PETS AND PESTS:** Current or previous owners may have kept domestic and other indoor or outdoor animals at the Property. Animals can cause damage to the Property: odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors (such as some cleaning techniques), or be temporarily masked by other odors (such as fresh paint or new carpet); animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

The Property may be subject to ordinances regulating the maintenance, breeding, number, or type of animals permitted, or other requirements such as spaying or neutering. Homeowner and Common Interest Associations often impose additional restrictions on animals. Buyers should investigate such restrictions during their inspection period, if any. Neighbors may have animals that can cause problems including, but not limited to, noise and odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g., poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property. California is home to a wide variety of animals, reptiles and insect life including, but not limited to, ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the property. Proximity to rural or open space areas increases the likelihood of this problem. If these are issues of concern, Buyers should discuss and/or investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period, if any.

**21. ENDANGERED SPECIES ACT:** Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and several additional California requirements, many species of plants and animals are deemed to be "endangered" or "threatened" and are thus subject to special protective measures which may impact the use or development of the Property; this is especially true in areas that abut a body of water or are in designated wetland area. Violating these laws can result in substantial fines and other civil penalties, and Buyers should contact the U.S. Fish and Wildlife Service at [www.fws.gov](http://www.fws.gov) and the California Department of Fish & Wildlife at [www.dfg.ca.gov](http://www.dfg.ca.gov) to determine if the Property is within any designated critical or essential habitat for any listed species. Buyers should also consider hiring qualified professionals experienced with application and enforcement of the Endangered Species Act during Buyers' inspection period, if any. Brokers have no expertise on this subject.

**22. POWER LINES AND POWER PLANTS:** Cities and counties receive electrical service through power transmission lines from power plants that may be located in proximity to the Property. The Property may be impacted by an easement for the benefit or use of utilities and impacted by the existence of high voltage lines, transformers, other types of power equipment and electro-magnetic fields. All areas have experienced power outages caused by various factors at various times. Buyers should confer with the local utility, the State Public Utilities Commission and appropriate professionals during Buyers' inspection period, if any, and investigate the impact that any of these issues may have on the value, development, use, and enjoyment of the Property.

**23. UNDERGROUND UTILITIES AND PIPES:** Some communities have begun the process of relocating utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments, increased costs for homeowners and temporary disruptions of the neighborhood. Water, natural gas and other types of fuels are delivered to communities through a network of underground pipes that are connected to residential and commercial properties. Some areas have been adversely impacted by disruptions in service or damage to these underground pipes including, but not limited to, the destruction of homes. The general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at [www.npms.phmsa.dot.gov](http://www.npms.phmsa.dot.gov). Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") during Buyers' inspection period, if any, to determine if the Buyers' development, use or enjoyment of the Property is or will be impacted by underground utilities and/or pipes.

**24. SOILS AND GEOLOGIC CONDITIONS:** All land in California is subject to settling, slippage, subsidence, earthquakes and other forms of movement. The geologic forces that have shaped California over the eons are still active today. Much of California has expansive or adobe soil which can expand and contract depending upon the amount of water in the soil. Soil expansion and contraction can cause movement or shifting of structures, foundations and the land. Hillsides are frequently active or potentially active landslide areas which can negatively impact hillside properties and surrounding properties. The Property may be constructed on unstable or improperly compacted soil and have

DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314 attorney the legality, enforceability and scope of any easements (whether recorded or not) to deal with all surface and ground water. Additionally, the Property may have known or unknown mines, mills, caves or wells. Any of these issues can cause structural problems or destruction of improvements on the Property and impact the ability to use or develop the Property. Buyers should retain geotechnical engineers and civil engineers to evaluate soil stability, grading, drainage and other soil conditions of the Property to determine how these forces may affect improvements to the Property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding area. Buyers should not simply rely on geologists or companies that review governmental maps (see Paragraph 43); for further information, Buyers should contact licensed geotechnical professionals during Buyers' inspection period, if any.

**25. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS:** Sellers need to disclose all known facts relating to the location, existence, maintenance and other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and any possible encroachments affecting the Property. Buyers should investigate these issues and engage a real estate attorney evaluate all relevant documents, whether recorded or not.

Some communities have created and maintain public trail systems which abut private residences. Trails may be used by pedestrians, bicyclists, horseback riders and animals; as such, the proximity of public trails may impact the value, development, use and enjoyment of the Property.

Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers and Brokers or cannot be determined by a survey and a title search. Statements regarding these issues in the MLS or advertisements, or plotted by a title company, are often approximations, and may be based upon inaccurate or incomplete records.

The use or maintenance of the Property or other properties by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Whether or not a written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a real estate attorney. Brokers have not verified and will not verify any statements made regarding matters identified in Paragraph 25.

**26. VIEWS AND VIEW ORDINANCES:** Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties, current location and future construction of cellular communication antennas and the use of any property within the line of sight of the Property. Buyers should review any covenants, conditions and restrictions ("CC&R's"), ordinances, regulations, and any other documentation which may relate to views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations during Buyers' inspection period, if any, to evaluate any issues that might impact views.

Some cities and counties have view ordinances that may limit the planting of new trees, restrict the height of trees and limit future construction. Properties that are subject to a view easement may be required to maintain their landscaping so as to prevent any unreasonable obstructions to the views of other property owners. Certain trees that are part of the natural habitat may be exempt from these local ordinances. Often a view property will have recently trimmed trees and shrubs revealing the view; maintaining that view could entail not only trimming foliage on the Property, but may also involve enlisting the cooperation of their neighbors to keep their foliage trimmed, possibly at Buyers' expense. Cities and counties do not often take an active role in these issues; rather, they tend to encourage private resolution of such disputes. Each municipality has a slightly different mechanism for handling these situations, and Buyers should review the applicable Municipal or County Code/Ordinance during Buyers' inspection period, if any. Brokers have not verified and will not verify the information relating to views.

**27. TREES AND TREE ORDINANCES:** Several municipalities have enacted ordinances to regulate and control the removal of trees. Some cities have identified "heritage" or other significant trees that must be protected or preserved in certain areas. Permits may be required to cut down, destroy, remove or relocate designated trees. Buyers should read applicable tree preservation ordinances, check with relevant governmental entities and consult with an arborist during their inspection period, if any, to determine the health of trees and whether or not any special action can or must be taken with respect to any trees on the Property. The City of San Jose, for example, requires Sellers to make specific disclosures to Buyers regarding street trees on a separate form prior to the sale of residential property. If Property is in the City of San Jose, Buyers should not close escrow without receiving the Sellers' Street Tree Disclosure form.

Whether or not there is an applicable local tree ordinance, Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding the type, condition and/or removal of trees that are on the Property or on a neighbor's property. Brokers are not qualified to make any determination on the issues identified in Paragraph 27.

**28. LAND LEASE:** Some developments are built on leased land, which may mean that: (a) Buyers will not own the land; (b) the right to occupy the land will terminate at some future time; (c) the cost to lease the land may increase in the future; (d) Buyers may not be able to obtain insurance; (e) the ability to obtain (and the cost of initial and future) financing of the Property may be impacted; and (f) the value, development, use and enjoyment of the Property may be impacted. This list may not include all related possible issues. Buyers should obtain a copy of the land lease and discuss with their own attorney or other appropriate professionals the practical and legal implications of owning a home on leased land.

**29. PERMITS, ZONING AND CODE COMPLIANCE:** Any structure, or portion thereof, on the Property, including the original building, any addition, modification, remodel, repair, improvement or accessory dwelling unit ("ADU") may have been built without permits, not according to building codes, or in violation of zoning laws and may not legally be used or occupied as contemplated by Buyers (collectively referred to as "nonconforming improvements"). The existence of a nonconforming improvement may have a negative impact on appraised value, ability to obtain financing, require a retrofit, impact habitability, preclude insurance coverage or result in fees, penalties and government enforcement actions. In some cases, nonconforming improvements may be subject to removal by local governmental agencies, including building, planning, zoning, environmental health, and code enforcement departments. Nonconforming or illegal rental units may be required to be vacated and possibly torn down. It might not be possible to legalize or bring such nonconforming improvements up to current code because of zoning or permit issues or other legal or regulatory limitations. Even if a nonconforming improvement was built according to the then-existing code or zoning requirements, it may not be in compliance with current building standards or local zoning. As such, commencing any new construction

DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314      ing nonconforming improvements into compliance with current requirements. It is also possible that local law may not allow nonconforming improvements that now exist to be rebuilt in the event of damage or destruction. While Sellers are obligated to disclose all known nonconforming improvements, Sellers may not be aware of all nonconforming improvements or uses, especially those that were made prior to the Sellers' ownership of the Property.

Buyers are strongly urged to investigate the possible existence and status of all possible nonconforming improvements by reviewing all files maintained by governmental agencies for the Property (including those listed above), as well as obtaining the advice of contractors, architects, engineers or other professionals to verify the actual status of all permits, legal requirements and the effect of such requirements on past, current and future use of the Property, its development and size limitations during the Buyers' inspection period, if any. Brokers are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the Property. Brokers have not verified and will not verify any of the issues detailed in Paragraph 29.

Obtaining and finalization of permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples including, but are not limited to, water conserving plumbing fixtures and safety devices for pools and spas. See Paragraphs 13 and 34.

**30. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Various federal, state and local governmental agencies impose limitations and restrictions regarding house size, configuration, design, construction and landscaping materials and development of real property depending upon the general location of the Property (e.g., if it is in the Coastal Zone, abuts waterways or is in a designated watershed area or environmental protection zone). Replacement or repairs of certain structures or systems or remodels of portions of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair or remodel has occurred. For example, remodeling or repairs may trigger the need to upgrade the electrical system, the type and number of smoke alarms, installation of water conserving plumbing fixtures (see Paragraph 13). Incentives may be available from some utilities to install energy efficient appliances. Permit or code requirements and building standards can change over time, resulting in increased costs to repair existing features or the inability to make any future repair, replacement, remodel or addition to the Property. Changes to state and federal energy efficiency regulations may impact the installation, replacement and some repairs of roofs, windows, water heaters heating and air conditioning units ("HVAC"). Federal Environmental Protection Agency ("EPA") regulations require phasing out the use of R-22, freon which may also impact repairs and replacements of existing air conditioning units and heat pumps. State regulations require that when installing or replacing HVAC units, duct work must be tested for leaks in some coastal areas. Home warranty policies may not cover such inspections or repairs. For further information on any of these issues, Buyers should, during Buyer's inspection period, if any, obtain the advice of land use professionals, contractors, architects, engineers or other relevant professionals and investigate with the appropriate governmental agency (e.g., building, planning, zoning, environmental health, code enforcement), the U.S. Department of Energy's website [www.energy.ca.gov](http://www.energy.ca.gov) and the California Energy Commission's website: [www.energy.ca.gov/title24](http://www.energy.ca.gov/title24).

Many homeowners use unlicensed repair people to save money. However, using unlicensed repair people may create problems because those individuals may not be qualified to do the work, they may not know all of the legal requirements for performance of that work and they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed. Brokers have not verified and will not verify any of the issues detailed in Paragraph 30.

**31. PLANS (ARCHITECTURAL & CONSTRUCTION):** Property owners often have architectural/construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers' contracts with the architect specify that the plans remain in the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly.

**32. SMOKE ALARMS & CARBON MONOXIDE DEVICES:** In addition to state law disclosure requirements on these topics, some cities or counties may require a smoke alarm inspection by a qualified inspector prior to the transfer of title. Sellers and Buyers should contact the local governmental agencies and all applicable regulators regarding the type, number and location of smoke alarms and carbon monoxide devices. Buyers need to determine whether an inspection or additional documentation is needed to certify proper installation and operation of the smoke alarms and ascertain the impact that these issues may have on the value, use, enjoyment or development of the Property. Fire department resources vary from district to district. Buyers should investigate these issues during Buyers' inspection period, if any.

**33. RETROFIT, SAFETY & SECURITY REQUIREMENTS:** Local laws may require installation of barriers, access alarms, self-latching mechanisms and other measures to decrease risks to children and others presented by swimming pools and hot tubs in addition to requirements imposed by the State of California. See Paragraph 34. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads in addition to the requirements imposed by the State of California. State and local laws may require the installation of locking mechanisms on doors and window bars, operable smoke alarms and carbon monoxide devices, gas shut-off valves, spark arresters and tempered glass, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyers. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads, gas shut-off valves, spark arresters and tempered glass. Unless specifically agreed in the Purchase Contract, the Property may not be in complete compliance with applicable requirements. To determine the retrofit requirements and any applicable penalties for non-compliance, and to determine the extent to which the Property complies with such standards, consult with the appropriate government agencies. To determine the costs, if any, consult licensed construction professionals.

**34. POOL & SPA SAFETY:** Commencing January 1, 2018, home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. Neither home inspectors nor Buyers and Sellers can agree to waive this requirement if there is a home inspection report but the new law does not obligate Sellers or Buyers to obtain a home inspection report.



DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314      To prevent drowning of small children, this law is not a retrofit requirement that must be completed as a condition of sale. At the time that a single-family residence is altered or improved and there are less than 2 safety features, then installation of 2 of the 7 drowning prevention safety features must be a condition of final permit approval. Therefore, Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features. Real estate professionals are not obligated to and are not qualified to determine if the Property has any current safety features.

**35. BALCONIES/DECKS INSPECTION & RETROFIT REQUIREMENTS:** Effective January 1, 2019, state law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any inspection contingency.

**36. RE-KEYING:** Buyers are advised to re-key all locks upon possession. Alarm system, (which may be leased, see Paragraph 5), should be serviced by professionals and all alarms codes should be changed by Buyers. Garage door openers and remotes should also be re-coded.

**37. ON-LINE PHOTOS & INFORMATION:** Photographs of the Property provided to the MLS and brokers' websites may appear on other brokers' sites as well as national aggregation sites, including Realtor.com, Trulia, and others. It is not possible for brokers to remove photos from websites over which they have no control. Information regarding the Property and the neighborhood may exist online in various blogs, discussion boards, neighborhood associations and homeowner association sites that may offer viewers the opportunity to express opinions and air complaints. Some of that posted information may contain speculation, unfounded assertions and rumors, and it may be difficult to determine what is and what is not true. Sellers and brokers may not be aware of this online information and are not obligated to verify, investigate, or explain posted commentary.

**38. EPA REQUIREMENTS FOR PRE-1978 HOUSING:** U.S. Environmental Protection Agency ("EPA") regulations require (a) that contractors be certified before performing work in homes built before 1978, (b) the use of lead-safe practices and other actions aimed at preventing lead poisoning, and (c) that property owners who wish to renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities, before beginning work, also be certified and follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule. For further information, contact the U.S. EPA's Lead Information Center at 1-800-424-LEAD [5323], or go to: [www.epa.gov](http://www.epa.gov).

**39. HISTORICAL DESIGNATION, COASTAL COMMISSION, AND OTHER RESTRICTIONS ON IMPROVEMENTS AND LAND USE:** The Property may be designated as a historical landmark, protected by historical conservancy, subject to an architectural or landscaping review process, lie within the jurisdiction of the California Coastal Commission or other government agency, or be subject to a contract preserving use of all or part of the Property for agriculture or open space. Specific structures, sites, trails, roads and natural features may be identified in a "General Plan" or local "Specific Plan" as requiring special treatment and various types of permits and other fees (especially if the Property is located along the California coastline). If the Property is specially designated on any governmental entity's list or map, there may be severe restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, remove, build or rebuild any of the structures or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by retaining the services of a land use consultant and contacting all applicable governmental agencies (including, but not limited, to local city and county planning departments, the California Coastal Commission ([www.coastal.ca.gov](http://www.coastal.ca.gov)); or call North Central Coast District Office at (415) 904-5260, the California Department of Fish and Wildlife ([www.wildlife.ca.gov/](http://www.wildlife.ca.gov/)) and the U.S. Army Corps of Engineers at: [www.spn.usace.army.mil/](http://www.spn.usace.army.mil/)). See also Paragraph 30 of this Advisory. Brokers have not verified and will not verify any of the issues detailed in Paragraph 39.

**40. RENTAL PROPERTY:** Existing and future state and/or local laws may limit the amount of residential rent that can be charged, the maximum number of tenants who can occupy the Property, the landlord's ability to terminate a tenancy and the costs to do so. Several HOA already have or are considering imposing restrictions on new owners who intend to rent out their Property which may differ from rules for existing owners. Rental property that is offered to the public must be done in compliance with all state and federal fair housing laws including, but not limited to, making reasonable accommodations for individuals with disabilities and/or with service/companion animals. Landlords must provide a statutory bedbug notice to all tenants and must comply with other regulations to eradicate bedbugs. Buyers intending to use a Property for rental purposes should investigate these issues with all appropriate governmental authorities and a local landlord/tenant attorney during Buyers' inspection contingency period, if any. Brokers have no expertise on these topics. See Paragraph 41.

Although state law allows for the construction of secondary housing units (an accessory dwelling unit "ADU" or "in-law unit"), the ability to construct those units and/or to rent those units is also subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the feasibility of those improvements and uses with appropriate experts during Buyers' inspection contingency period, if any.

**41. RENTAL (SHORT-TERM & VACATION):** Various local governmental entities and HOA have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their Property on either a short-term or long-term basis using services such as Airbnb and VBRO. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. Renting out one's Property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&R's"). In some areas, the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&R's and/or requires approval of a home occupation permit from the local governmental entity.

DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314      on or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using their Property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the close of escrow.

**42. MELLO-ROOS DISTRICTS, 1915 BOND, AND OTHER FACILITIES DISTRICTS:** The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and a levy of a special tax pursuant to a Mello-Roos community facilities or other district. The existence of Mello-Roos and 1915 Bond districts should be referenced in a report by a Natural Hazard Disclosure ("NHD") company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Sellers or local disclosure. Sellers are generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. The responsibility for prorating or paying taxes and assessments should be determined as part of the negotiations for the Purchase Agreement.

**43. "SUPPLEMENTAL" PROPERTY TAX BILL:** Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of Your "Supplemental" Tax Bill" to the Buyer.

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes."

"The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bill will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector."

"If you have any questions regarding this matter, please call your Tax Collector's Office."

Although this statutory Supplemental Tax Bill Notice refers to a loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector. Parcel and other types of taxes may be added and/or increase over time.

**44. PACE:** California First, also known as PACE ("Property Assessed Clean Energy"), is a program available to homeowners to help with energy and water conservation improvements to their property. Through PACE, property owners may finance such projects as adding insulation or installing more energy efficient furnaces, drought tolerant landscaping or other conservation measures. Buyers and Sellers are cautioned that these financed funds become a line-item obligation on future property tax bills and are usually not listed on Preliminary Reports from Title Companies.

Note: Some lenders may not allow PACE financing because it affects their security interest. Effective January of 2018, Federal Housing Authority ("FHA") has announced that they will not insure any mortgage with a PACE lien in place. Buyers and Sellers are advised to consult with qualified tax, financial and legal advisors regarding the ramifications of an existing PACE loan and whether or not to apply for a PACE loan. Sellers should disclose the known existence of, and any other information regarding, PACE financing relating to the Property.

**45. FIRPTA/CALIFORNIA WITHHOLDING:** Federal law nominally requires Buyers to withhold and remit to the Internal Revenue Service a set percentage of the purchase price if a Seller is a non-resident alien, unless an exemption applies. The original 10% withholding amount is increased to 15% where the sales price is \$1 million or more. Sellers may avoid this federal withholding requirement by providing to Buyers a "FIRPTA" statement duly claiming exempt status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number. Alternatively, a "Qualified Substitute" (such as the escrow holder) can state under penalty of perjury that it has verified the required taxpayer identification information. Buyers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and Buyers sign an affidavit stating that they intend to occupy the Property as their principal residence. California law requires that Buyers withhold and remit to the Franchise Tax Board 3-1/3% of the purchase price unless the Sellers sign an affidavit that the Property was the Seller's (or the decedent's if a trust or probate sale) principal residence or that another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Buyers and Sellers should seek advice from a Certified Public Accountant, attorney or taxing authority.

**46. DEATH ON THE PROPERTY:** California law requires that all Sellers, whether or not exempt from completing any specific disclosure forms, disclose any death on the Property and the manner of death that occurred less than three years of the date an offer to purchase is made. Although the California Legislature deems deaths that occurred more than 3 years prior to the date of sale not to be "material facts," any responses by Sellers and Listing Agents to direct questions on that topic must be truthful. Buyers who have questions or concerns about this topic should put their inquiries in writing for a written response, if any, from Sellers.

**47. TRANSFER DISCLOSURE STATEMENT:** Unless exempt, Sellers of residential property consisting of 1 to 4 units must complete a Real Estate Transfer Disclosure Statement ("TDS") even if the property is being sold "AS IS". The Parties cannot waive this statutory requirement. Seller must, for example, disclose any past or current lawsuits affecting the Property of which they are aware and disputes regarding construction defects with references to Civil Code Sections 900, 903, 910 and 914. See Paragraph 6 above. If Sellers have any questions regarding how to respond to any of the questions in the TDS, any supplements to the TDS, any other questionnaires, inquiries from Buyers or how to disclose any known material fact, Sellers should consult with their own qualified California real estate attorney.

If Sellers become aware of new information that affects the value, development, use and enjoyment of the Property that has not already been disclosed to the Buyers, Sellers may be required (depending upon, e.g., the purchase contract form) to amend the TDS and give the Buyer a right to rescind the purchase contract within three days of personal delivery (or five days of mailing) of the amended TDS. If Sellers have any questions regarding the obligation to provide an amended TDS, they should consult with a qualified California real estate attorney. Brokers do not have the requisite expertise to provide advice on the issues in Paragraph 47.

DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314 s of residential property consisting of 1 to 4 units must disclose known natural hazards on the Natural Hazards Disclosure Statement ("NHDS") form. Sellers generally retain the services of a third-party natural hazards disclosure company to review public records and maps to provide that information to Buyers. Where a Seller is exempt or is otherwise not required to provide the NHDS, it is recommended that Buyers still secure a NHD report to be informed of natural hazards which could affect the use and development of the Property. Some NHD companies provide information based upon federal, state, county and local sources, but these sources are not always consistent with each other, the maps relied upon may change over time, and the thoroughness of the report may vary depending upon the company chosen and the cost of the report. Buyers should carefully review all sources relied upon in the NHD report. Not all NHD companies use the same sources and some do not include all of the local information. Buyers should not rely exclusively on the NHDS or the accompanying NHD reports for all information regarding natural hazards which may affect the Property. Buyers who have questions about any NHD report should contact the NHD company that issued the report. Although some NHD providers are licensed geologists, they are not conducting a geological examination of the Property. Buyers should have the actual Property inspected by a licensed geologist, geotechnical engineer, or other licensed professionals to evaluate the past and current condition of the Property so as to assess its value, future use and development. Brokers are not qualified to determine the location or extent of natural hazards or to explain the contents of NHD reports.

**49. GEOLOGIC HAZARDS:** California has experienced earthquakes of varying sizes and frequency. There is always a potential for future earthquakes. Earthquake damage may not be discoverable by Buyers' or Brokers' visual inspections. Inspection by a licensed structural engineer is strongly recommended to determine the structural integrity and safety of all improvements on the Property. If the Property is a condominium, or is located in a planned unit or common interest development, Buyers should contact the Homeowners' Association regarding earthquake repairs and retrofit work. Buyers are encouraged to obtain and read the pamphlet entitled "The Homeowners Guide to Earthquake Safety." If the home was built prior to 1960, Sellers may be required to complete a questionnaire within that pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt-up) concrete walls, Sellers must provide Buyers with a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for review at city and county planning departments. Buyers should review public maps and reports and/or obtain a geologist's inspection report rather than relying solely on the NHDS (see Paragraph 48). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

**50. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** California law requires the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones." Affected cities and counties must regulate construction projects within these zones. Improvement of affected properties may be subject to the findings of a geological report prepared by a registered California geologist. However, earthquakes and seismic hazards may occur outside designated zones. For further information, Buyers should make independent inquiries of any research company retained by Sellers (see Paragraph 48) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers' inspection period, if any.

**51. FIRE HAZARDS/ZONES:** Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others. Certain fire hazard zones are reported in the NHDS (see Paragraph 48). Certain types of materials used in home construction create a greater risk of fire than others. However, there is a potential for fires even outside designated zones. For further information, Buyers should contact the local fire department as well as Buyers' insurance agent during Buyers' inspection period, if any, regarding the risk of fires. State and local jurisdictions may require that homeowners maintain their properties by means of weed/brush abatement, tree trimming and other measures to create "defensible space" in a fire hazard area. Buyers should consult with all applicable governmental agencies regarding any questions about fire safety zones and applicable regulations.

**52. FLOOD HAZARDS/ZONES:** The National Flood Insurance Program identifies flood plain areas and establishes flood-risk zones within those areas which are shown on the NHDS (see Paragraph 48). That program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States government. The extent of coverage and costs may vary depending upon which flood zone applies and some properties may now be required to have an elevation certification on file with the local government in order to obtain insurance coverage. Buyers should recognize that there is potential for flooding even outside designated zones; flood maps and flood designations may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Changing sea levels and heavy rainfall may also cause potential flooding. For further information, Buyers should consult their lender, insurance agent and the Federal Emergency Management Agency ("FEMA") during Buyers' inspection period, if any.

**53. ENVIRONMENTAL HAZARDS:** The presence of such environmental hazards as lead-based paint and other lead contamination, asbestos, formaldehyde, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, tri-chloro-ethane or tri-chloro- ethylene (a.k.a. "TCE"), and other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyer's inspection contingency period, if any. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled "Residential Environmental Hazards; A Guide for Homeowners, Homebuyers, Landlords and Tenants" and "Protect Your Family from Lead in Your Home."

**54. MOLD:** Mold is one type of environmental hazard. The presence of toxic and non-toxic mold, fungi, mildew and other organisms (collectively referred to as "Mold") may adversely affect the Property. Current information indicates that some types of Mold may cause severe health problems for certain individuals, but not everyone. Not all Molds are detectable as part of a visual inspection by a Broker or even a professional whole-house inspector. It is also possible that the Property could have a hidden Mold problem unknown to the Sellers. The only way to provide any reasonable assurance that the Property does not have a Mold or other health hazard problem is to retain the services of an environmental expert to conduct specific tests at the Property. These tests customarily consist of an interior and exterior examination for airborne spores and a carpet test, but other procedures may be necessary. Any visible Mold should be professionally evaluated. Brokers have not verified and cannot verify whether there is or is not any type of health hazard.

Buyers should consider having a specific Mold test performed by an environmental professional as either a separate investigation or an add-on to their whole-house inspection. This is especially necessary if a Buyer has a known problem with Mold or if any of the inspection reports or disclosure documents indicate that evidence of past or present moisture, standing water or water intrusion at the Property, since most Mold



d, should be completed during Buyer's inspection period, if any. Any waiver or failure on the part of Buyers to complete and obtain all appropriate tests, including those for Mold, is against the Brokers' advice. For more information about Mold, Buyers should consult the Environmental Hazards Pamphlet referenced in Paragraph 53.

**55. UNDERGROUND STORAGE TANKS ("UST"):** Many homes may have or have had an underground storage tank ("UST") for the fuel oil that fired the furnace or for storage of gasoline or oil. As natural gas became the standard fuel for home furnaces, virtually all of the old furnaces were replaced. However, many USTs remain buried on some properties and cannot be detected as part of a visual inspection. The California State Water Resources Control Board regulates all residential USTs in California. The licensing, inspection and regulation of residential USTs is currently not required if the tanks capacity is less than 750 gallons and it was used for fuel oil only. However, this does not guarantee that any given property would be exempt from abatement if a UST is discovered. Each municipality has different regulations that may include tank removal and soil cleanup of any toxic material that may have leaked from the UST. For further information, contact the Public Works Department, Building Department and Fire Department for the Property.

**56. GOVERNMENTAL SERVICES:** Economic and political factors may impact the cost, nature and extent of available governmental services including, but not limited to, law enforcement, fire protection, postal service and public works. Buyers should investigate the impact that these issues may have on the value, development, use and enjoyment of the Property during their inspection period, if any. Brokers have not verified and will not verify the issues addressed in Paragraph 56.

**57. SCHOOLS:** Neighborhood schools normally serving the Property may not have space available in current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties, possible closings and other issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. The ability to provide schooling for children with special needs varies greatly in different communities. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any. Brokers have not verified and will not verify the issues in Paragraph 57.

**58. NOISE AND ODORS:** Levels and types of noise and odors that bother one person may be acceptable to others. Factors which can impact these subjective, sensory issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors' indoor and outdoor activities, crops, animals and other causes. The Bay Area is also served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Property's proximity to flight paths and airports. Local amenities, facilities and venues including, but not limited to, the Shoreline Amphitheater, Mountain Winery, Montalvo Center for the Arts, Great America, Levi's Stadium, Avaya Stadium, SAP Arena, schools, parks and ball fields, produce noise at various times. Some coastal properties may be impacted by tsunami warning systems. Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Buyers and will impact the value, development, use and enjoyment of the Property.

**59. SMOKING ORDINANCES:** The Counties of Santa Clara and San Mateo as well some cities in those counties have or are in the process of enacting smoking ordinances regulating smoking pollution from a variety of tobacco and non-tobacco devices within some types of residential property. These regulations may limit or affect where smoking is permitted, the terms of any applicable lease agreements, the smoker's responsibilities to others for the effects of second-hand smoke and other issues. Different rules may apply to multi-unit residences. CC&Rs and homeowners' association rules and regulations may also address these issues. For more information, Buyers should go to the applicable governmental website and should contact the homeowners' association.

**60. MARIJUANA & DRUG LABS:** Effective January 1, 2018, California has passed laws legalizing marijuana ("cannabis"); however, that statewide law requires local cities and counties to enact regulations for the issuance of permits and licenses prior to anyone using, cultivating, distributing and/or selling cannabis. Those regulations can include, but are not limited to, a determination as to the availability of water and other resources to grow cannabis. NOTE: there are still federal laws which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California that have passed contrary legislation is still possible. If Buyers are intending to purchase property that has been used for cultivation, distribution and/or sale of cannabis or if Buyers are intending to purchase property for those same purposes, Buyer should consult with a local, qualified California real estate attorney who has expertise in this area. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent.

The new State laws allow landlords to prohibit/regulate smoking of marijuana in or on the landlord's property as well as to allow landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose.

Some properties may have been used as illegal methamphetamine labs. California law requires owners to notify occupants of such usage. Depending upon the circumstances, special clean-up efforts may be needed. Brokers do not have the necessary expertise to evaluate the issues in Paragraph 60. Buyers should consider hiring an environmental hygienist contractor and other appropriate professionals to inspect a property where marijuana activity has taken place or where there has been a methamphetamine lab. Brokers are not qualified to make any determinations regarding the issues in Paragraph 60.

**61. CRIME:** The existence of crime is a fact of life. Some areas experience more crime than others and crime statistics for various areas may rise and fall over time. Local law enforcement agencies may target designated areas for special, but temporary, enforcement measures. Individual criminal acts may occur anywhere and may or may not be reported to law enforcement or news sources. During their inspection contingency period, if any, Buyers should check with local law enforcement agencies if concern over criminal activity is a factor in the purchase of the Property. Brokers do not undertake these investigations and do not have the necessary expertise to evaluate criminal activity.

**62. "WIRE FRAUD" SCAM ALERT:** Recently some Buyers and Sellers have received emails purportedly sent by their agent or an escrow company providing wire transfer information, but that are actually sent by hackers who re-direct the funds to the hacker's account with an off-shore site. Buyers and Sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer directly and personally confirming verbal wire transfer instructions before taking any steps to have their funds transferred. If a questionable

**63. FREEWAYS, HIGHWAYS AND STREETS:** The ability to travel on public roads varies greatly due to present and future changes in those roads, development and construction of other properties, weather, traffic congestion, and such other factors as peak travel times. Public and private events and venues can add substantially to travel times, and resultant traffic impacts may adversely affect the value, development, use and enjoyment of the Property. Buyers should assess their own transportation needs and investigate relevant transportation issues during various times and days of the week during their inspection period, if any.

**64. TRAINS AND BART:** Caltrans operates commuter trains that run daily from San Jose to San Francisco and make stops in Santa Clara and San Mateo Counties. A railroad train also runs between San Jose and Cupertino several times a week. Freight trains operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains. Trains, train tracks and train stations may create noise, impact local streets, and affect the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, trains must produce a distinct, separate, sequential blast at various grade crossings (where a street crosses the tracks) and whenever a train engineer sees a trespasser near the tracks. Caltrans has relocated horns onto the top of the locomotives, increasing the volume and range of the sound. Caltrans is attempting to balance neighborhood noise concerns with required safety regulations. Since ultimate impact on the Property or Buyers of any type of train traffic is subjective in nature, Buyers are advised to personally investigate these issues during their inspection period, if any, to determine their potential impact. For more information, go to [www.caltran.org](http://www.caltran.org); [www.bart.gov](http://www.bart.gov).

**65. HIGH-SPEED RAIL:** On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system ("HSRTS") linking various cities in the State. Both the location of the proposed HSRTS and the possible effect that the construction and operation of that system will have on residential areas has been the subject of concern and debate. Some news reports have indicated that, depending upon the location of the HSRTS, it may have a negative effect on some properties in the San Francisco Bay Area. Precisely what impact, if any, the proposed HSRTS system will have on the Property or Buyers preferences is unknown either before, during or after construction and is subjective in nature. Brokers are not experts in this area and Buyers are advised to satisfy themselves with regard to this issue during their inspection contingency period, if any. The California High-Speed Rail Authority ("Authority") is responsible for planning, constructing and operating that HSRTS; Buyers can obtain more information at [www.cahighspeedrail.ca.gov](http://www.cahighspeedrail.ca.gov).

**66. INSURANCE - CLUE REPORTS:** Buyers should consult an insurance broker during Buyers' inspection period, if any, to determine the cost of homeowners' insurance, the types of available coverage and any restrictions that the carrier might impose. Some insurance companies may impose such retrofit requirements as installation of safety glass, fireplace spark arrestors, and a gas shut-off valve. (The fact that an insurance company may require these repairs as a pre-condition of coverage does not necessarily mean that a Seller is otherwise legally obligated to install such devices). Insurance coverage for certain high fire risk, hillside, oceanfront and brush properties may only be available from the California Fair Plan; coverage may be limited and the cost of this insurance may be increased. Buyer's own insurance agent should be consulted during Buyer's inspection contingency period, if any, regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing a California Fair Plan application. Flood insurance may also be required from the National Flood Insurance Program (see Paragraph 52). If the Property is a condominium or part of a common interest development, the Homeowners' Association may provide some insurance coverage for the common area and units, but the Homeowners' Association may not provide coverage for the individual units or the homeowners' personal belongings. Buyers should ask for a copy of the Homeowners' Association insurance certificate and provide that to their own insurance broker to ensure that adequate coverage is provided for. Buyers should also consider asking Sellers order a C.L.U.E. report, (a 5-year history of past insurance claims) on the Property. Some insurance companies at various times have stopped issuing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Some insurance companies will not issue a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the Seller or the Buyer has made a mold or water intrusion claim within the last five years. During their inspection or insurance investigation, Buyers should assure themselves that homeowner's insurance can be obtained on the Property.

In the event that the Parties propose either that Seller retain possession of the Property after escrow closes (for any period of time), or that Buyer obtain possession prior to the Close of Escrow, the Parties should first consult with their insurance brokers to ascertain the availability of necessary insurance coverage.

**67. TITLE INSURANCE:** Buyers generally receive a Preliminary Report ("Prelim") from a title company as part of the Buyer's investigation of the Property. California law provides that a Prelim is only an offer of title insurance and is not a guarantee of title. The Prelim may not contain every item affecting title. Buyers should carefully review the Prelim and investigate all of the underlying documents that are referenced as policy "exceptions" or "exclusions". Although lenders must disclose that title insurance is optional, Brokers strongly encourage Buyers to purchase title insurance as recommended in the Mandatory Notice of California Civil Code Section 1057.6 which states, "Important: in a purchase or exchange of real property, it may be advisable to obtain title insurance in connection with the close of escrow since there maybe prior recorded liens and encumbrances which affect your interest in the property being acquired. A new policy of title insurance should be obtained in order to ensure your interest in the property that you are acquiring."

**68. HOME WARRANTY:** Buyers and Sellers can purchase home warranty plans that cover, both before and after close of escrow, various systems of the Property. Sellers can obtain coverage for the Property during the listing period. For an additional premium, upgraded policies providing additional coverage for, e.g., air conditioning, pool, spa, appliances, well and other features may be available. Home warranties do not cover every aspect of the Property and may not cover pre-existing conditions, upgrades for repairs required by state or federal laws. Buyers should review the availability of various home warranty plans during Buyers' inspection period, if any.

**69. COMMON INTEREST DEVELOPMENTS ("CID"):** If the Property is a condominium or is located in either a planned unit development or common interest subdivision, there will probably be a HOA as well as governing documents that pertain to the HOA, individual properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. For more information about the types of governing documents, the duties and obligations of Sellers and Buyers, please review the PRDS® Common Interest Development Advisory.

DocuSign Envelope ID: AA61C20B-8D95-41D8-9CDE-E6B88838F314 payment required and imposed within CC&Rs or other recorded instruments and due upon transfer of title. Sellers must disclose the existence of any PTF, the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid, the purposes for which the fee will be used, and the date or circumstances under which the obligation to pay the transfer fee expires, if any. Since Seller may not actually know whether the Property is subject to a PTF, Buyers should carefully examine any and all title documents and consult with a Title Officer to determine this issue.

**71. NON-CONFIDENTIALITY OF OFFERS:** Sellers or Sellers' representatives may not be legally obligated to treat the existence, terms or conditions of any Buyers' offer as confidential unless confidentiality is required by law, regulation, or a confidentiality agreement exists between the parties. Sellers and Buyers should carefully consider the relative need, value, advantage and disadvantage of requiring the execution of a confidentiality agreement as a precondition to submittal of an offer in consultation with a real estate attorney early enough in time for the attorney to prepare a satisfactory confidentiality agreement (if any) and for it to be delivered to Broker prior to presentation of Buyers' offer.

**72. LIQUIDATED DAMAGES:** A liquidated damages clause enables Buyers and Sellers to set a cap on the maximum amount of damages that Sellers may recover if Buyers breach the Purchase Contract. The liquidated damages clause in a real property purchase contract needs to be separately initialed by both Parties to be enforceable. For any deposits put into escrow after the initial deposit to be subject to the liquidated damages clause, there must be a separately signed or initialed agreement made at the time of the subsequent deposit. If the Property contains 1 to 4 residential units, one of which the Buyers intend to occupy, California Civil Code §1675 limits the amount of deposit that is subject to the liquidated damages clause to a maximum of 3% of the purchase price. Even if Buyers and Sellers agree to include liquidated damages in the Purchase Contract and there is a breach of contract by Buyers, the deposit will generally not be released by the escrow holder without mutually consistent written instructions from the Buyers and Sellers or a decision by a judge or arbitrator. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. California law prohibits including in the Purchase Contract any other type of remedy (such as a release or forfeiture of deposit or a non-refundable deposit) aside from the statutory liquidated damages clause for the Buyers' breach of contract. Brokers cannot give any legal advice about the issues in Paragraph 72 or determine who is entitled to receive the deposit. Any questions on these topics should be referred to a qualified California real estate attorney.

**73. MEDIATION:** Mediation is a form of dispute resolution which involves hiring a neutral third party (the "Mediator") to facilitate informal discussions and negotiations with the goal of reaching a settlement of the dispute; the Mediator does not determine who is right or who is wrong. The Parties involved in the mediation generally share in the cost of this confidential, non-binding process. If no settlement agreement is reached, either Party may pursue further legal action as provided in the Purchase Contract. A Party's failure or refusal to mediate before resorting to arbitration or judicial action may result in that Party losing the right to recover their attorney's fees even if he or she prevails. Which Parties should be involved in mediation and who should serve as the Mediator are issues that need to be determined by an attorney. Brokers are not qualified to represent Buyers or Sellers in resolving disputes through mediation since Brokers cannot give legal advice. Brokers are not obligated to mediate with the Parties unless they agree to do so in writing.

**74. ARBITRATION:** Arbitration is a form of dispute resolution which involves hiring a neutral third party (the "Arbitrator") to render a formal decision on the claims and allegations and what damages, if any, shall be paid. Arbitration may be faster and less expensive than resolving disputes by litigation in court. The rules are usually less formal than in court; it is a private process that is not of public record. Arbitration is best handled by attorneys who understand real estate principals and the arbitration process issues. By agreeing to Arbitration, the Parties give up their rights to a jury trial and appeal. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts of the case. If Parties agree to arbitration, any dispute arising out of purchase and sale must (with some limited exceptions) be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. The Purchase Contract does not obligate the Brokers to participate in arbitration even if Buyers and Sellers agree to use that forum; however, Broker may have the option to voluntarily agree to participate. Brokers cannot give legal advice regarding these matters.

**75. LEGAL ACTION:** Sellers should disclose to Buyers any known claim or legal action (litigation or arbitration) which affects the title or use of the Property, whether or not that claim or legal action is resolved. Buyers should consult with their attorney regarding the affect that any disclosed claim or legal action may have on the value, development, use and enjoyment of the Property.

#### **REGIONAL ISSUES:**

**76. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY:** Buyers should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use or enjoyment of the Property or impact the ability of the local community to provide necessary services. Buyers should check appropriate governmental websites.

**77. COASTAL CONDITIONS:** Property located near coastlines may be subject to frequent strong winds, wind-driven rain, fog, salty sea air and/or mist, as well as direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age structures and personal property items exposed to the elements. Coastal properties may be negatively impacted by ocean tides/currents, rising sea levels, increased risk of flooding, sinking land, and tsunamis. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion and other problems are common; thus, coastal properties require regular, thorough maintenance efforts. Development, current and future use, maintenance, repair and remodeling of coastal properties may be regulated by the California Coastal Commission and other governmental agencies (see Paragraph 39). Buyers should investigate these conditions and restrictions as well as the cost of increased maintenance and repairs that may be needed. The foghorn located at the El Granada breakwater is audible at times and at various sound levels in adjacent coastal communities, depending upon weather conditions and proximity. California Emergency Management Agency ("Cal EMA") and the California Geological Survey ("CGS") have released California Tsunami Inundation Maps covering approximately 50% of the state's coastline and 100% of the San Francisco Bay Area. Buyers should investigate local emergency preparedness and potential tsunami hazards by going to the following websites: [www.myhazards.calema.ca.gov](http://www.myhazards.calema.ca.gov) and [www.consrv.ca.gov/cgs](http://www.consrv.ca.gov/cgs).



Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes may be subject to the jurisdiction of the BCDC, which may limit size and location of structures and impose other requirements and restrictions on property owners. Buyers of such property should contact BCDC at (415) 352-3600 for additional information.

**79. BAY FILL:** Some properties that are built on bay-fill have experienced salt leaching from the soil into and through concrete causing corrosion to the iron rebar in the foundations. Buyers of property built on bay fill should investigate this issue with qualified professionals.

**80. AGRICULTURAL AREAS:** Agricultural enterprises occasionally produce dust, noise and odors and utilize airborne fertilizers and pest control products which, depending on weather and other conditions, proximity and manner of application, may affect the environment and surrounding residential areas.

**81. GOLF COURSES:** There are several golf courses in San Mateo and Santa Clara Counties. Property located near a golf course may be affected by errant golf balls, noise, lighting or other problems that Buyers should investigate.

**82. "LOCAL OPTION" DISCLOSURES:** Cities and counties can enact "Local Option" disclosures, which require Sellers to disclose issues of local concern on a specifically required Disclosure Form. The Cities of Pacifica, Millbrae, South San Francisco and San Bruno have enacted ordinances requiring separate disclosures about noise generated by airports and aircraft. Sellers in the unincorporated areas of Santa Clara County are required to disclose specific information about that County's "right-to-farm" ordinance, the private well inspection disclosure ordinance, whether or not the Property is subject to a contract pursuant to the California Land Conservation Act of 1965 ("Williamson Act"), and whether the Property is subject to an open space easement agreement. Although Brokers may provide the Local Option Disclosure form to Sellers and Buyers, only the Seller is to complete the questions contained in that form.

**83. AFFORDABLE HOUSING (MANDATED):** Many cities are studying how to add units and "affordable housing" within their jurisdictions so as to comply with legal requirements, some are in litigation relating to affordable housing issues, and others have already implemented affordable housing plans. For more information about what any particular city is doing in regard to this topic, go to that city's website (the sites for cities in San Mateo and Santa Clara County are listed on the last page of this Advisory).

**84. SIGNAGE & ADDRESS IDENTIFICATION ORDINANCES:** Many cities regulate the type and size of "For Sale" and other signs that may be located on private property and public property. The visibility, size and type of residential house numbers are also subject to various local regulations. In some cities, residential addresses must be illuminated.

### **LOCAL SAN MATEO COUNTY ISSUES**

**85. SAN MATEO COUNTY ONSITE WASTEWATER ORDINANCE:** All new residential or commercial facilities that are unable to connect to a sewer line must install an Onsite Wastewater Treatment System ("OWTS"), depending on the size of the property and where it is located (e.g., Half Moon Bay, Portola Valley, Woodside and unincorporated areas of San Mateo County). For a new septic system, a site exam and soil percolation test must be completed prior to submission of a septic installation permit application. A remodel of properties serviced by existing OWTS may require an upgrade of the OWTS and additional plans or testing may be necessary. Existing septic tanks must be serviced by a certified septic pumping company that must provide the County with a copy of the written report regarding the condition of the septic tank within 30 days of pumping. If there are deficiencies noted in the OWTS, the County Environmental Health Department will notify the owner in writing of the needed corrections and the homeowner will then have 60 days to make the repairs. Securing septic inspection report is not a condition of sale unless Buyer and Seller agree in writing to conduct that inspection. Any resulting report must be provided to the County. Brokers cannot determine the impact or applicability of this ordinance; Buyers and Sellers should investigate this issue by going to the following website: [www.smchealth.org/landuse](http://www.smchealth.org/landuse).

**86. DALY CITY 3R REPORT:** Daly City requires sellers of residential property of 1 to 3 units to obtain a report of the residential building record ("3-R Report"), which must be provided to Buyers. The 3-R Report is prepared by the Daly City Building Division from its historical records only and is not based upon an actual inspection of the Property. The information in the 3-R Report may not be accurate or complete for various reasons. Although most of the City's records are computerized, many records were originally handwritten and incomplete. It is possible that errors could have occurred when the information was transferred from the original documents, and these errors might be repeated in subsequent 3-R Reports. However, the 3-R Report does contain useful information.

Buyers of residential property of 1 to 3 units in Daly City should not rely solely on the permit information contained in 3-R Reports. Some properties may have rooms, additions, structures or decks where there is no record of a permit ever having been issued for their construction. Such improvements may or may not have been built with a permit or officially finalized. If an improvement was constructed without all necessary permits or not in compliance with building codes, the City may require the owner to remove it or legalize it at substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, and should engage the services of a qualified contractor, architect or other professionals to verify its information. For additional information or to request a 3-R Report, contact the Daly City Building Division, 333 90th Street, Daly City, California 94015-1895; Telephone (650) 991-8061.

**87. FOSTER CITY LEVEE PROTECTION:** For several years, the City of Foster City Public Works Department has been studying a plan to improve its Levee System which provides flood protection and creates recreational purposes. The planned improvements may increase local assessments. For more information go to [www.fostercity.org/publicworks](http://www.fostercity.org/publicworks).

**88. HALF MOON BAY:** The City of Half Moon Bay settled a law suit resulting in the issuance of city bonds; the City will be using insurance proceeds to pay down its debt. Buyer should investigate whether this latest fiscal decision impacts the ability of Half Moon Bay to provide necessary services. For additional information go to [www.hmbcity.com](http://www.hmbcity.com).

The Town of Hillsborough Municipal Code 5.12.050 requires the issuance of a permit for possession and use of home alarm systems. These permits cannot be assigned to the Buyer as part of the sale of residential property. Buyers who are acquiring property in Hillsborough which is already equipped with a home alarm system or who intend to install a home alarm system must secure a new permit. Permit applications can be obtained at the Hillsborough Town Hall at 1600 Floribunda Avenue. For more information about the home alarm permit requirements, sewer lateral and water testing and other requirements for property located in Hillsborough go to the following website: [www.hillsborough.net](http://www.hillsborough.net).

**90. MILLBRAE FIRE SPRINKLER AND ILLUMINATED ADDRESS NUMBER ORDINANCES:** The Millbrae Municipal Code requires that, in addition to complying with the State of California Smoke Detector law, fire sprinklers must be installed in the garage of any building or structure, including one or two family properties. This requirement is triggered when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) requiring a building permit is undertaken and the cost estimate exceeds \$1,000.

The Millbrae Municipal Code also requires that all building addresses must be visible and legible from the street or road in front of the property and the addresses must be either internally or externally illuminated.

**91. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION:** The Town of Portola Valley requires sellers to provide buyers with a Residential Data Report from the Town listing the regularly authorized use, occupancy and zoning classification of the property. The information in the Residential Data Report is from historical records only and is not based upon an actual inspection of the property. The Residential Data Report may not be accurate or complete for various reasons. It is possible that errors could have occurred when the information was transferred from the original documents and these errors might be repeated in subsequent reports. However, these reports contain useful information regarding the permits that are of record with the Town. Buyers should independently confirm the information in the Residential Data Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other construction professional to verify the information in the Residential Data Report. For additional information or to request a Residential Data Report, go to the Town of Portola Valley's offices located at 765 Portola Road, Portola Valley, California 94028. For additional information, call (650) 851-1701. See also Paragraphs 27 and 28 of this Advisory.

**92. REDWOOD SHORES:** Redwood Shores is a master-planned community. Property located in Redwood Shores may be subject to multiple homeowners' associations. For more information about Redwood Shores, contact the managing agent for the Redwood Shores Owners' Association at the Manor Association (650) 637-1616 or go to the following website: [www.RSOA.info](http://www.RSOA.info). The Redwood Shores Community Association is a social and community advocacy organization which can be contacted at the following website: [www.RSCA.org](http://www.RSCA.org).

**93. SAN MATEO CITY SUPPLEMENTAL FLOOD ZONE DISCLOSURE:** The Federal Emergency Management Agency ("FEMA") has been investigating the possibility of expanding the flood hazard area designations for the City of San Mateo. . On July 13, 2009, the City Council for the City of San Mateo approved the formation of the South Bayfront Flood Control Facilities Assessment District to create a funding source for improvement of the City's levees. Buyer is advised to investigate this issue with the City of San Mateo, a third-party provider of Natural Hazard Disclosure Statements and their own insurance broker to determine the possible ramifications of expanding the flood designation on the value, use and enjoyment of the Property. For questions or concerns related to the South Bayfront Flood Control Facilities Assessment District, flood insurance, any FEMA related topics, and any other regulations which might impact property located in the City of San Mateo, contact the City Offices at (650) 522-7327 or go to the following website: [www.cityofsanmateo.org](http://www.cityofsanmateo.org).

### **LOCAL SANTA CLARA COUNTY ISSUES**

**94. ALDERCROFT HEIGHTS COUNTY WATER DISTRICT ("AHCWD"):** AHCWD is a California Special District that provides water services in the Aldercroft Heights neighborhood of the Santa Cruz Mountains. Sellers are responsible for contacting the AHCWD's Business Office so that a final meter reading can be taken and a transfer fee is collected in escrow. To initiate water service, the Buyer must also contact the AHCWD's Business Office and all past due water service charges must be made current as a condition of receiving water service. Brokers have not determined and will not determine applicable charges. Buyers and Sellers should investigate this issue by calling (408) 353-4255 or going to the following website: [www.aldercroftheightscwd.org](http://www.aldercroftheightscwd.org).

**95. LOS ALTOS HILLS:** The Town of Los Altos Hills has established standards for roads and has compiled a list of private streets. Private streets can be converted to public streets under specified conditions. Buyers should investigate to determine if any given street is public or private or whether any given private street can be dedicated to the Town. For information about this or any other issues affecting property in the Town of Los Altos Hills, go to the following website: [www.losaltoshills.ca.gov](http://www.losaltoshills.ca.gov).

**96. MORGAN HILL:** The Santa Clara Valley Water District intends to drain Lake Anderson as part of its plan to rebuild Anderson Dam in 2016; the project will take approximately 3 years to complete. It is unknown what impact, if any, the retrofit project will have on the development, condition, use, and enjoyment of surrounding homes. Buyers are encouraged to investigate this project by contacting the Water District at [www.valleywater.org](http://www.valleywater.org).

**97. SARATOGA:** The City of Saratoga has enacted an ordinance which may require an occupancy inspection upon transfer of title on properties other than single family residences. For information about this or any other issues affecting property in Saratoga, go to the following website: [www.saratoga.ca.us/](http://www.saratoga.ca.us/)

**98. SUNNYVALE:** The City of Sunnyvale has enacted an ordinance which requires storm water run-off management by owners of certain types of buildings. This ordinance may impact some common interest developments which may trigger a point-of-sale disclosure by the Homeowners' Association. Sellers and Buyers should investigate whether or not the ordinance is applicable and its impact, if any, on the Property. For further information go to: [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

County and municipal websites can be a useful source of information about their communities including, but not limited to, representatives, services, ordinances, demographics and local news. These websites may also have links to other resources such as other governmental agencies, non-profit community based organizations, and for-profit entities. While these links are provided for your convenience in accessing the information you seek, this Advisory does not warrant or guarantee the accuracy of the information provided by these sites and resources.

**COUNTY OF SAN MATEO:** <http://www.co.sanmateo.ca.us/>

**CITIES AND TOWNS WITHIN SAN MATEO COUNTY:**

Town of Atherton: <http://www.ci.atherton.ca.us/>  
 City of Belmont: <http://www.belmont.gov/>  
 City of Brisbane: <http://www.ci.brisbane.ca.us/>  
 Township of Broadmoor: website unknown  
 City of Burlingame: <http://www.burlingame.org/>  
 Town of Colma: <http://www.colma.ca.gov/>  
 City of Daly City: <http://www.dalycity.org/>  
 City of East Palo Alto: <http://www.ci.east-palo-alto.ca.us>  
 City of Foster City: <http://www.fostercity.org/>  
 City of Half Moon Bay: <http://ci.half-moon-bay.ca.us/>  
 Town of Hillsborough: <http://www.hillsborough.net/>  
 City of Menlo Park: <http://www.ci.menlo-park.ca.us/>  
 City of Millbrae: <http://www.ci.millbrae.ca.us/>  
 City of Pacifica: <http://www.cityofpaciica.org/>  
 Town of Portola Valley: <http://www.portolavalley.net/>  
 City of Redwood City: <http://www.ci.redwood-city.ca.us/>  
 City of San Bruno: <http://sanbruno.ca.gov/>  
 City of San Carlos: <http://www.cityofsancarlos.org/>  
 City of San Mateo: <http://www.ci.sanmateo.ca.us/>  
 City of S. San Francisco: <http://www.ci.ssf.ca.us/>  
 Town of Woodside: <http://www.woodsidesetown.org/>

**COUNTY OF SANTA CLARA:** <http://www.sccgov.org>

**CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:**

City of Campbell: <http://www.ci.campbell.ca.us/>  
 City of Cupertino: <http://www.cupertino.org/>  
 City of Gilroy: <http://www.cityofgilroy.org/cityofgilroy/>  
 City of Los Altos: <http://www.ci.los-altos.ca.us/>  
 Town of Los Altos Hills: <http://www.losaltoshills.ca.gov/>  
 Town of Los Gatos: <http://www.town.los-gatos.ca.us/>  
 City of Milpitas: <http://www.ci.milpitas.ca.gov/>  
 City of Monte Sereno: <http://www.montesereno.org/>  
 City of Morgan Hill: <http://www.morgan-hill.ca.gov/>  
 City of Mountain View: <http://www.ci.mtnview.ca.us/>  
 City of Palo Alto: <http://www.cityofpaloalto.org/>  
 City of San Jose: <http://www.sanjoseca.gov/>  
 City of Santa Clara: <http://santaclaraca.gov/>  
 City of Saratoga: <http://www.saratoga.ca.us/>  
 City of Sunnyvale: <http://www.sunnyvale.ca.gov/>

**ELECTRONIC SIGNATURES**

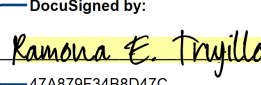
You may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus easier to ignore the terms and conditions to which a signature or initial applies. If you choose to sign documents electronically be certain to take your time to read each document thoroughly and only sign or initial those documents that you with full knowledge and consent intend to sign.

**SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:**

1. Brokers do not warrant or guarantee the past, present or future condition of the Property and shall not be responsible for any unknown, undisclosed facts regarding the condition of the Property;
2. Brokers have no duty to inspect and will not inspect (a) any areas of the Property that are not reasonably and normally accessible to Broker; (b) any areas that are located offsite of the Property, (c) common areas, (d) public records or permits of any kind regarding the state of title or the use of the Property, or (e) any matter affecting or relating to the Property that is described in this Advisory;
3. Brokers have not verified and will not verify square footage or size of structures or land, boundary lines of the Property, statements made by others (including but not limited to Sellers), information contained in inspection reports, the MLS, or in advertisements, flyers or other promotional material, or any other matters described in this Advisory, unless otherwise agreed in writing;
4. Brokers do not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyers and/or Sellers and do not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Sellers or by others. Sellers and Buyers may select any professionals that they choose to retain; and
5. Brokers are not qualified to give legal, tax, insurance or title advice; therefore, Sellers and Buyers should consult the appropriate professionals for such advice.

This document may be signed in counterparts.

**BY SIGNING BELOW, BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS 17 PAGE ADVISORY.**

DATE: 3/12/2021 SELLER:   
DocuSigned by: 47A879F34B8D47C...

DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_

DATE: \_\_\_\_\_ BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_ BUYER: \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
(C.A.R. Form SBSA, Revised 6/18)

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
  - You should conduct thorough investigations of the Property both personally and with appropriate professionals.
  - If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
  - You should retain your own professional even if Seller or Broker has provided you with existing reports.
  - You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
  - You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
  - If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
  - You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
  - The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.
- YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



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<b>G. Local Disclosures and Advisories</b>  (Page 14)	As may be attached.

## A. Investigation of Physical Conditions

**1. EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**SBSA REVISED 6/18 (PAGE 2 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

951 E Homestead



**2. ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

**3. FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.

**4. GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.

**5. INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.



**6. MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as “toxic mold” (collectively “Mold”), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller’s disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer’s inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

**7. PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer’s inspection contingency period. Brokers do not have expertise in this area.

**8. SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms (“collectively, System”). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer’s inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer’s lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.

**9. SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

**10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer’s decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer’s own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.



**11. WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

**12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.

## B. Property Use and Ownership

**1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.

**2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

**4. CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.





**5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

**8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

**9. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.



**10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" ([https://oag.ca.gov/system/files/attachments/press\\_releases/n1601\\_medicalmarijuanaguidelines.pdf](https://oag.ca.gov/system/files/attachments/press_releases/n1601_medicalmarijuanaguidelines.pdf)) and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code 1057.6 and by the CFPB. Brokers do not have expertise in this area.

**12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.



**14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

**17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

**18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

## C. Off-Site and Neighborhood Conditions

**1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the

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golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

**2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

**3. NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

**4. SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**5. UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

## D. Legal Requirements (Federal, State and Local)

**1. DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.

**2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that,



during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

**3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.

**4. FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.

**5. FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

**6. FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

**7. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

**8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."





Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

**9. ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

**1. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

**2. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.

**3. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

**4. HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

**5. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for residential real estate in certain major metropolitan areas where the purchase price equals or exceeds \$300,000. FinCEN remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies, corporations or other similar structures.



GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

**6. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

**7. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

**8. NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.

**9. ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

**1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

**2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product



or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

**3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

**4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

**5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

**6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.



**7. RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA.

**8. SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

**9. RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ \_\_\_\_\_  
 B. ☐ \_\_\_\_\_  
 C. ☐ \_\_\_\_\_  
 D. ☐ \_\_\_\_\_

**Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.**

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

(Address) \_\_\_\_\_

DocuSigned by:  
**SELLER** Ramona E. Trujillo Date 3/12/2021  
**SELLER** 47A879F34B8D47C... Date \_\_\_\_\_

(Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Real Estate Broker (Listing Firm) Keller Williams DRE Lic. # 01327739

By Dave Clark DRE Lic.# 01018204 Date 3/12/2021

Address 2110 S. Bascom Avenue #101 City Campbell State CA Zip 95008

Telephone 408 626-9800 Fax 408 626-9875 Email Dave@RealtorDaveClark.com

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**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)**

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