

# WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 4719 Hartley Way, Forest Ranch, CA 95942

#### 1. WATER-CONSERVING PLUMBING FIXTURES

#### A. INSTALLATION:

- (1) Requirements: (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) Exceptions: These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)
- B. Disclosure of Water-Conserving Plumbing Fixtures: Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.
- C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

## 2. CARBON MONOXIDE DETECTORS:

#### A. INSTALLATION:

- (1). Requirements: California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2). Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are no other owner exemptions from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.
- B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

4719 Hartley Way

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Buyer/Tenant Initials () () © 2016, California Association of REALTORS®, Inc. WCMD 12/16 (PAGE 1 OF 2)		Seller/Landlord Initials	(De) (	+5

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

KELLER WILLIAMS REALTY CHICO AREA, 2080 E. 20th SI Suite 170 Chico, CA 95928 Phone: (530)228-2550 Fax:
Lisa Bristow Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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- C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but <u>additional or different requirements may apply</u> depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.
- 3. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

Seller/Landlord	Take K	Daniel Ekdahl	Date 57,5/17
	(Signeflure) by:	(Print Name)	<del></del>
Seller/Landlord	E1E3E995A57749C	Felicitas Moreno	Date 57,5/17
	(Signature)	(Print Name)	
Buyer/Tenant		Keller Williams Realty Chico Area	Date
	(Signature)	(Print Name)	**************************************
Buyer/Tenant			Date
	(Signature)	(Print Name)	

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REAL ESTATE BUSINESS SERVICES, INC.
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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_





Lisa Bristow

# REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT Forest Ranch	, COUNTY OF	Butte	, STATE (	THE CITY OF OF CALIFORNIA,
DESCRIBED AS	4719 Hartley Wa	y, Forest Ranch,	CA 95942	DDODEDTY IN
THIS STATEMENT IS A DISCLOS				
COMPLIANCE WITH SECTION 1102	OF THE CIVIL CODE	AS OF (date)	May 10, 2017	. IT IS NOT A
WARRANTY OF ANY KIND BY THE	SELLER(S) OR ANY A	GENT(S) REPRES	SENTING ANY PRINC	IPAL(S) IN THIS
TRANSACTION, AND IS NOT A SUB	STITUTE FOR ANY INS	SPECTIONS OR W	ARRANTIES THE PR	INCIPAL(S) MAY
WISH TO OBTAIN.				
	RDINATION WITH OTH			
This Real Estate Transfer Disclosure Statisticsoures, depending upon the details of liens on residential property).	atement is made pursua the particular real estate to	nt to Section 1102 ransaction (for examp	of the Civil Code. Oth le: special study zone a	er statutes require nd purchase-money
Substituted Disclosures: The following di	sclosures and other discl	osures required by la	w, including the Natural	Hazard Disclosure
Report/Statement that may include airport	annoyances, earthquake	, fire, flood, or speci-	al assessment information	on, have or will be
made in connection with this real estate tra	nsfer, 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 rec	eipt for deposit.		
Additional inspection reports or disclosures:				
	II. SELLER'S INF			
The Seller discloses the following info	rmation with the knowle	edge that even tho	ugh this is not a warr	anty, prospective
Buyers may rely on this information in	n deciding whether and	on what terms to	purchase the subject	t property. Seller
hereby authorizes any agent(s) represe	enting any principal(s) in	this transaction to	provide a copy of this	statement to any
person or entity in connection with any a			,	·
THE FOLLOWING ARE REPRESENT	ATIONS MADE BY TH	E SELLER(S) ÁND	ARE NOT THE REP	RESENTATIONS
OF THE AGENT(S), IF ANY. THIS INF	ORMATION IS A DISC	LOSURE AND IS N	OT INTENDED TO B	E PART OF ANY
CONTRACT BETWEEN THE BUYER	AND SELLER			
Seller is its not occupying the Home.	AITO GELELIA.			
A. The subject property has the items checke	d helow: *			
Range	Wall/Window Air Cond	litionina	☐ Pool:	
Nange Noven	Sprinklers	illuoraing	Child Resistant	Barrier
Microwave	Public Sewer System		Pool/Spa Heater:	Barrior
Dishwasher	Septic Tank		☐ Gas ☐ Solar ☐	] Electric
Trash Compactor	Sump Pump		Water Heater:	_
Garbage Disposal	Water Softener		Gas ☐ Solar ☐	_ Electric
Washer/Dryer Hookups	Patio/Decking		Water Supply:	
Rain Gutters	Built-in Barbecue		City ₩ell Private Utility o	_
Burglar Alarms	☐ Gazebo ☐ Security Gate(s)		Other Commission	rite wall
Carbon Monoxide Device(s) Smoke Detector(s)	Garage:		Gas Supply:	
K Fire Alarm	Attached Not A	Attached	Utility Bottle	d (Tank)
TV Antenna	☐ Carport		Window Screens	
Satellite Dish	Automatic Garage		☐ Window Security Ba	
Intercom		ote Controls 2	Quick Release Bedroom Wind	
Central Heating	Sauna		Water-Conserving	
Central Air Conditioning Evaporator Cooler(s)	☐ Hot Tub/Spa:☐ Locking Safety Co	over		d and gas)
•	- · · · · · · · · · · · · · · · · · · ·	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Fireplace(s) in	
Exhaust Fan(s) in Gas Starter	220 Volt Wiring in	LO.	Age: 23	(approx.)
Other:		<u> </u>		
Are there, to the best of your (Seller's) knowledge additional sheets if necessary):	e, any of the above that are r	not in operating condition	n? Yes No. If yes, t	nen describe. (Attach
(*see note on page 2)				1-
Buyer's Initials () ()			Seller's Initials (	<u>-)(/4_)</u>
©1991 - 2014, California Association of REALTORS®, Inc. TDS REVISED 4/14 (PAGE 1 OF 3)		Review	ved by Date	
•	ANSFER DISCLOSUR			FOUA: FOUSING OPPORTUNITY
KELLER WILLIAMS REALTY CHICO AREA, 2080 E. 20th St Sui		Phone: (530)		4719 Hartley Way
MILLIAND REALLY CHICO AREA, AVOV E. AVIII SI SUI		7 Horie. (330)		

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Property Address: 4719 Hartley Way, Forest Ranch, CA 95942	Date: May 10, 2017
B. Are you (Seller) aware of any significant defects/malfunctions in any of the space(s) below.  ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Red ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plum	oof(s)
(Describe: niner conces in or and not causing a mall miner leak in roof, to be addressed and first prior to If any of the above is checked, explain. (Attach additional sheets if necessary.):	Energy. ( Filet regarned) be
The distriction of the districti	
*Installation of a listed appliance, device, or amenity is not a precondition of sevice, garage door opener, or child-resistant pool barrier may not be in complicarbon monoxide device standards of Chapter 8 (commencing with Section 1: device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 or 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 may not have quick-release mechanisms in compliance with the 1995 edition 1101.4 of the Civil Code requires all single-family residences built on or before plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2017. Additionally, on and after January 1, 2017. Additionally, on and after January 1, 2019. Additionally, and an environmental hazar formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage on the subject property.  2. Features of the property shared in common with adjoining landowners, survival environmental hazar formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage on the subject property 4. Room additions, structural modifications, or other alterations or repairs not 5. Room additions, structural modifications, or other alterations or repairs may 5. Room additions, structural modifications, or other alterations or repairs may 5. Room additions, structural modificati	ance with the safety standards relating to, respectively, 3260) of Part 2 of Division 12 of, automatic reversing of Division 13 of, or the pool safety standards of Article of, the Health and Safety Code. Window security bars of the California Building Standards Code. Section January 1, 1994, to be equipped with water-conserving 14, a single-family residence built on or before January rving plumbing fixtures as a condition of final approval.  If yes No ch as walls, fences, and driveways, bject property
"common areas" (facilities such as pools, tennis courts, walkways, or other with others)	TYes Thuo
If the answer to any of these is yes, explain. (Attach additional sheets if necessary	1): feel storage tonk,
<ol> <li>The Seller certifies that the property, as of the close of escrow, will be in Safety Code by having operable smoke detector(s) which are approved, lis Marshal's regulations and applicable local standards.</li> <li>The Seller certifies that the property, as of the close of escrow, will be in the close of escrow.</li> </ol>	ted, and installed in accordance with the State Fire
Safety Code by having the water heater tank(s) braced, anchored, or strapp	ped in place in accordance with applicable law.
Buyer's Initials () ()	Seller's Initials ( DL ) ( H)
TDS REVISED 4/14 (PAGE 2 OF 3)	Reviewed by Date
REAL ESTATE TRANSFER DISCLOSURE STATES	AFNT (THE DAGE 2 OF 2) POPERTURY

	y Address: 4719 Hartley Way, Forest Ranch, CA 95942				y 10, 2017
Seller of Seller	ertifies that the information herein is true and correct	to the best of th	ie Seller's knowledge a	s of the date signed by Date \$\int(\int)^2	y the Seller.
0.0	Daniel Ekdahl				Via
Seller	Felicitas Moreno		The state of the s	Date	445
	III. AGENT'S	INSPECTION	N DISCLOSURE		
	(To be completed only if the S	-		,	
PROP	JNDERSIGNED, BASED ON THE ABOVE ERTY AND BASED ON A REASONABLY SSIBLE AREAS OF THE PROPERTY IN CO	COMPETER NUMBER 1	NT AND DILIGEN	T VISUAL INSPE	CTION OF THE
Age	attached Agent Visual Inspection Disclosure (AVID Forment notes no items for disclosure. ent notes the following items:	•	778 Oct		
	The state of the s			2	R7-1
Agent (E	Broker Representing Seller) <u>Keller Williams Realty Chico</u> (Please Print)	Area	Comment of the second	ee or Broker Signature) isa Bristow	_ Date
	IV. AGENT'S (To be completed only if the agent w		I DISCLOSURE	annt shawa	
	INDERSIGNED, BASED ON A REASONAB SSIBLE AREAS OF THE PROPERTY, STATI	LY COMPET	ENT AND DILIGEI	· .	ECTION OF THE
See Age	attached Agent Visual Inspection Disclosure (AVID Form) nt notes no items for disclosure. nt notes the following items:				
Agent (E	Broker Obtaining the Offer)(Please Print)		By(Associate License	ee or Broker Signature)	Date
PR	YER(S) AND SELLER(S) MAY WISH TO OE OPERTY AND TO PROVIDE FOR APPROF LLER(S) WITH RESPECT TO ANY ADVICE/II	RIATE PRO	VISIONS IN A COI		
I/WE A	CKNOWLEDGE RECEIPT OF A COPY OF T	HIS STATEM			Date
Seller	Daniel Ekdahl Date 5	DIT Buyer	Keller Williams Real	y Chico Area	
	Felicitas Moreno  roker Representing Seller) <u>Keller Williams Realty Cl</u> (Please Print)	nico Area By		F Broker Signature)	Date 5/15/17
Agent (B	roker Obtaining the Offer)	Ву_			Date
	(Please Print)		(Associate Licensee o	r Broker Signature)	
CONTR AFTER	ON 1102.3 OF THE CIVIL CODE PROVID RACT FOR AT LEAST THREE DAYS AFTER THE SIGNING OF AN OFFER TO PURCH ITHIN THE PRESCRIBED PERIOD.	THE DELIV	ERY OF THIS DISC	CLOSURE IF DELI	VERY OCCURS
CONS	AL ESTATE BROKER IS QUALIFIED TO A JULY YOUR ATTORNEY.				·
TO THE LE	<ol> <li>California Association of REALTORS®, Inc. THIS FORM HAS BEEN APP GAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC IONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPR</li> </ol>	TRANSACTION, A F	REAL ESTATE BROKER IS TH		
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#### SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/16)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead. I. Seller makes the following disclosures with regard to the real property or manufactured home described as 4719 Hartley Way . Assessor's Parcel No. 063-030-007-000 situated in County of Forest Ranch Butte California ("Property"). II. The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney. III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Answer based on actual knowledge and recollection at this time. Something that you do not consider material or significant may be perceived differently by a Buyer. Think about what you would want to know if you were buying the Property today. Read the questions carefully and take your time. If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide. IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Something that may be material or significant to you may not be perceived the same way by the Seller. If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI). Sellers can only disclose what they actually know. Seller may not know about all material or significant items. Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense. V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI. A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF ... 2. An Order from a government health official identifying the Property as being contaminated by ] Yes i (In general, a zone or district allowing manufacturing, commercial or airport uses.) 5. Whether the Property is affected by a nuisance created by an "industrial use" zone...... 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. . . . . . . . [ ] Yes [ (In general, an area once used for military training purposes that may contain potentially explosive munitions.) 7. Whether the Property is a condominium or located in a planned unit development or other 8. Insurance claims affecting the Property within the past 5 years ...... Yes [ Matters affecting title of the Property ..... ] Yes [ 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer . . . . . . . . . . [ ] Yes [ ]

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

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SPQ REVISED 12/16 (PAGE 1 OF 4)

11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as

Explanation, or [ ] (if checked) see attached:

Property Address: 4719 Hartley Way, Forest Ranch, CA 95942	Date: <i>May 10, 2017</i>
B. REPAIRS AND ALTERATIONS:	ARE YOU (SELLER) AWARE OF
1. Any alterations, modifications, replacements, improvements, remodeling or material	
repairs on the Property (including those resulting from Home Warranty claims)	
<ol><li>Any alterations, modifications, replacements, improvements, remodeling, or</li></ol>	.,
material repairs to the Property done for the purpose of energy or water efficiency	•
improvement or renewable energy?	[ <del>  ] Y</del> es [ ] No
3. Ongoing or recurring maintenance on the Property	, be
(for example, drain or sewer clean-out, tree or pest control service)	
4. Any part of the Property being painted within the past 12 months	[7] Yes [7] No
5. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, d	
of lead-based paint surfaces completed in compliance with the Environmental Protection	Agency
Lead-Based Paint Renovation Rule.  Explanation: Usod Store and evaporative cooker adde	[ ] Tes [X] No
12 Car 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	of week
repainted proor to sale, storm dear added	
C. STRUCTURAL, SYSTEMS AND APPLIANCES:	ARE YOU (SELLER) AWARE OF
Defects in any of the following, (including past defects that have been repaired): he	
conditioning, electrical, plumbing (including the presence of polybutylene pipes), water	
waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, for	
crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, w	
walls, ceilings, floors or appliances	
2. The leasing of any of the following on or serving the Property: solar system, water softened	
water purifier system, alarm system, or propane tank (s)	
3. An alternative septic system on or serving the Property	Yes 1-No
3. An alternative septic system on or serving the Property.  Explanation: CENTAL NEW 19 (Graf 2000) falm and re	eplacement (2015)
leasing of propage tonk	
D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:	ARE YOU (SELLER) AWARE OF
1. Financial relief or assistance, insurance or settlement, sought or received, from any fede	eral, state,
local or private agency, insurer or private party, by past or present owners of the Proper	
any actual or alleged damage to the Property arising from a flood, earthquake, fire, other	
or occurrence or defect, whether or not any money received was actually used to	make
repairs	[ ] Yes [ \frac{1}{2} No
Explanation:	
E. WATER-RELATED AND MOLD ISSUES:	ARE YOU (SELLER) AWARE OF
1. Water intrusion into any part of any physical structure on the Property; leaks	
in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground v	water
moisture, water-related soil settling or slippage, on or affecting the Property	[ Yes [ ] No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on	
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tide	
or affecting the Property or neighborhood	[ ]Yes [ No
	JULIUM A
history of water damage to back deck which	has been
Subsequently repained divisor & 11 thre (2017)	(A)
F. PETS, ANIMALS AND PESTS:	ARE YOU (SELLER) AWARE OF
	[/-] Yes [ ] No
2. Problems with livestock, wildlife, insects or pests on or in the Property	
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Prop	
due to any of the above	
4. Past or present treatment or eradication of pests or odors, or repair of damage due to	any of
the above	[ ]Yes[+1No
If so, when and by whom	_/
Explanation: have hold vet 1/ cats an 2015 an indoor	- loungor
animali, well trained and day not course a	ily downer to
progesty	
	-
•	
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ver's Initials ( ) ( )	eller's Initials (DI)

SPQ REVISED 12/16 (PAGE 2 OF 4)



<ol> <li>Surveys, easements, encroachments or boundary disputes.</li> <li>Use or access to the Property, or any part of it, by anyone other than you, with a without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.</li> <li>Use of any neighboring property by you</li> <li>Explanation: Neighbors have nack you with no physical mutantic property by you</li> </ol>	YOU (SELLE!	Yes [ N N ] Yes [ N N N N N N N N N N N N N N N N N N
2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.  3. Use of any neighboring property by you  Explanation: Nextide to the travel of the property of the property.  H. LANDSCAPING, POOL AND SPA:  1. Diseases or infestations affecting trees, plants or vegetation on or near the Property.  2. Operational sprinklers on the Property.  (a) If yes, are they [1] automatic or [1] manually operated.  (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys.  3. A pool heater on the Property.  If yes, is it operational? [1] Yes [1] No.  4. A spa heater on the Property.  If yes, is it operational? [1] Yes [1] No.  5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired	YOU (SELLE!	Yes     N   Yes     N   Yes     N   Yes     N   Yes     N   Yes     N   Yes     N
without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.  3. Use of any neighboring property by you  Explanation: Neighbor   New Mark your   Mark	YOU (SELLE)	P) AWARE O  Yes [ ] N
driveways or other forms of ingress or egress or other travel or drainage  3. Use of any neighboring property by you  Explanation: Neighbors   Mark	YOU (SELLEI YOU (SELLEI 	P) AWARE O   Yes     N   Yes     N   Yes     N   Yes     N   Yes     N
3. Use of any neighboring property by you  Explanation: Neighbors Nave Met Java With No physical Mu  H. LANDSCAPING, POOL AND SPA:  1. Diseases or infestations affecting trees, plants or vegetation on or near the Property  (a) If yes, are they [+] automatic or [+] manually operated. (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys  3. A pool heater on the Property  If yes, is it operational?  4. A spa heater on the Property  If yes, is it operational?  [ ] Yes [ ] No  5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired	YOU (SELLEI YOU (SELLEI 	P) AWARE O   Yes     N   Yes     N   Yes     N   Yes     N   Yes     N
H. LANDSCAPING, POOL AND SPA:  1. Diseases or infestations affecting trees, plants or vegetation on or near the Property  2. Operational sprinklers on the Property  (a) If yes, are they [+] automatic or [+] manually operated.  (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys  3. A pool heater on the Property  If yes, is it operational?  1. Yes [ ] No  4. A spa heater on the Property  If yes, is it operational?  2. [ ] Yes [ ] No  5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired	YOU (SELLEI ・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	R) AWARE O ] Yes [   N ] Yes [ ] N ] Yes [   N ] Yes [   N
H. LANDSCAPING, POOL AND SPA:  1. Diseases or infestations affecting trees, plants or vegetation on or near the Property  2. Operational sprinklers on the Property  (a) If yes, are they [+] automatic or [+] manually operated.  (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys  3. A pool heater on the Property  If yes, is it operational?  1. Yes [ ] No  4. A spa heater on the Property  If yes, is it operational?  1. Yes [ ] No  5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired	YOU (SELLEI 	R) AWARE O  Yes [ ] N  Yes [ ] N  Yes [ ] N  Yes [ ] N
<ol> <li>Diseases or infestations affecting trees, plants or vegetation on or near the Property</li> <li>Operational sprinklers on the Property</li> <li>(a) If yes, are they [+] automatic or [+] manually operated.</li> <li>(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys</li> <li>A pool heater on the Property</li> <li>If yes, is it operational?</li> <li>If yes [ ] No</li> <li>A spa heater on the Property</li> <li>If yes, is it operational?</li> <li>If yes [ ] No</li> <li>Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired</li> </ol>		Yes [ ] N Yes [ ] N Yes [ ] N Yes [ ] N
<ol> <li>Operational sprinklers on the Property         <ul> <li>(a) If yes, are they [+] automatic or [+] manually operated.</li> <li>(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys</li> </ul> </li> <li>A pool heater on the Property         <ul> <li>If yes, is it operational?</li> <li>If yes [ ] No</li> </ul> </li> <li>A spa heater on the Property         <ul> <li>If yes, is it operational?</li> <li>[ ] Yes [ ] No</li> </ul> </li> <li>Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired</li> <li></li> </ol>	[y stem[y [	IJYes[']N IJYes[]N ]Yes[⊁]N ]Yes[⊁]N
<ul> <li>(a) If yes, are they [+] automatic or [+] manually operated.</li> <li>(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler sys</li> <li>3. A pool heater on the Property</li></ul>	stem [¾ [	] Yes [ ] N ] Yes [ + ] N ] Yes [ + ] N
<ol> <li>A pool heater on the Property         <ul> <li>If yes, is it operational?</li> <li>If yes [] No</li> </ul> </li> <li>A spa heater on the Property         <ul> <li>If yes, is it operational?</li> <li>[] Yes [] No</li> </ul> </li> <li>Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired</li> <li></li> </ol>		] Yes [ / ] N
If yes, is it operational?	····· [	] Yes [7—] N
If yes, is it operational? [ ] Yes [ ] No  5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spawaterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired	;	
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equipment, including pumps, filters, heaters and cleaning systems, even if repaired	[	IVac [ LIN
		1 tes[14]
	<del></del>	
. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS:	YOU (SELLEF	R) AWARE O
1. Any pending or proposed dues increases, special assessments, rules changes, insurance	.00 (02222	y AWAKE O
availability issues, or litigation by or against or fines or violations issued by a Homeowner	_	
Association or Architectural Committee affecting the Property	[	] Yes [ <b>&gt;</b> ] N
made on or to the Property	s . ſ	IYes [ XIN
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural	le	1.00[7]
Committee requirement		] Yes [ —] N
Explanation:		
TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:  1. Any other person or entity on title other than Seller(s) signing this form	YOU (SELLEF	R) AWARE O
2. Leases, options or claims affecting or relating to title or use of the Property		IYes [ X-] N
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings		, -
affecting or relating to the Property, Homeowner Association or neighborhood	[	] Yes [ > ] N
<ol><li>Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charital</li></ol>	ble	,
organizations, interest based groups or any other person or entity		res[ ] N
for an alteration, modification, replacement, improvement, remodel or material repair of the Pro	pperty?[	] Yes [ 1 N
6. The cost of any alteration, modification, replacement, improvement, remodel or material		•
repair of the Property being paid by an assessment on the Property tax bill?	[	] Yes [ X] No
xplanation:		
	YOU (SELLER	) AWARE O
1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the		
following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,		
	N.	1-1
r's Initials () () Seller's Initials	De i	12)

SPQ REVISED 12/16 (PAGE 3 OF 4)



Property	Address: 4719 Hartley Way, Forest Ranch, CA 959	042	Date: <i>May 10, 2017</i>
	freeways, buses, schools, parks, refuse storage or	landfill processing, agricultural opera-	tions,
	business, odor, recreational facilities, restaurants	s, entertainment complexes or faci	lities,
	parades, sporting events, fairs, neighborhood pa	rties, litter, construction, air condition	oning
	equipment, air compressors, generators, pool equip	ment or appliances, underground gas	į.
	pipelines, cell phone towers, high voltage transmiss	ion lines, or wildlife	[†]Yes[, ]No
Expla	pipelines, cell phone towers, high voltage transmiss unation:	yerd rarely, they 3°	2 and bruck yord
wit	n miller noticesce sound neigh	on walt than douls,	dogs badeon in the
215	rance many bird sorrys,		.).
	, , ,		DE VOU (OFL) PD. AWADE OF
	OVERNMENTAL:		ARE YOU (SELLER) AWARE OF
7.	Ongoing or contemplated eminent domain, condeming general plan that applies to or could affect the Property.	nation, annexation or change in zonin	g or
•	general plan that applies to or could affect the Prope	ourgetrietiene improvement	[ ] tes[ ]+ivo
۷.	Existence or pendency of any rent control, occupant restrictions or retrofit requirements that apply to or c	ould offect the Property	f 1Vac ( \/1 No
2	Existing or contemplated building or use moratoria ti	hat apply to or could affect the Proper	ty [ ] Vec [ \] No
J.	Current or proposed bonds, assessments, or fees the	et do not annear on the Property tax	hill
٦.	that apply to or could affect the Property	at do not appear on the Property tax	I lYes ⊷ lNo
5	Proposed construction, reconfiguration, or closure o	f nearby Government facilities or ame	nities
•	such as schools, parks, roadways and traffic signals		[ ]Yes[\]INo
6.	Existing or proposed Government requirements affe	cting the Property (i) that tall grass, br	rush
	or other vegetation be cleared; (ii) that restrict tree (		
	cutting or (iii) that flammable materials be removed .		[ ]Yes [ /No
7.	Any protected habitat for plants, trees, animals or in:	sects that apply to or could affect the	, -
	Property		
8.	Whether the Property is historically designated or fal	lis within an existing or proposed	
	Historic District		[ ] Yes [ † ] No
9.	Any water surcharges or penalties being imposed by	a public or private water supplier, ag	ency or ,
	utility; or restrictions or prohibitions on wells or other	ground water supplies	[]Yes[ <del>/-]</del> No
Expla	nation:		
		<del></del>	
14 O.	THER:	Α.	RE YOU (SELLER) AWARE OF
	Reports, inspections, disclosures, warranties, ma		
1.	studies, surveys or other documents, pertaining to (i	) the condition or renair of the Proper	tv or
	any improvement on this Property in the past,	now or proposed or (ii) easem	ents
	encroachments or boundary disputes affecting the P	roperty whether oral or in writing and	pert
	whether or not provided to the Seller		
	(If ves. provide any such documents in your possess	ion to Buver.)	,
2.	Any occupant of the Property smoking on or in the P	roperty	
3	Any past or present known material facts or other sid	initicant items affecting the value or	•
	desirability of the Property not otherwise disclosed to	Buyer	, [ ]Yes[-√]No
Expla	desirability of the Property not otherwise disclosed to nation: a close friend Smoke or	the borch ouassi	orally /
	IF CHECKED) ADDITIONAL COMMENTS: The att		
response	to specific questions answered "yes" above. Refer to	line and question number in explanati	on,
Seller rep	presents that Seller has provided the answers and	, if any, explanations and commen	ts on this form and any attached
addenda	and that such information is true and correct to ti	ne best of Seller's knowledge as of	the date signed by Seller. Seller
	edges (i) Seller's obligation to disclose informa		
	re that a real estate licensee may have in this tran		such real estate licensee does or
says to S	ieller relieves Seller from his/her own duty of discl	osure.	1 (
Seller	alleston	Daniel Ekdahl	Date 5/12/17
Seller 7		Felicitas Moreno	
	ng below, Buyer acknowledges that Buyer has re		
		Kaller Williams Boolty China Ares	. Data
Buyer	N	Keller Williams Realty Chico Area	Date
Buyer _	6, California Association of REALTORS®, Inc. THIS FORM HAS I	DEEN ADDROVED BY THE CALLEDDAILA ACC	
REPRESENT	TATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY O JALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DE	F ANY PROVISION IN ANY SPECIFIC TRANSA	ACTION, A REAL ESTATE BROKER IS THE
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	South Virgit Avenue, Los Angeles, California 90020	Reviewed by Date	
SPQ REV	ISED 12/16 (PAGE 4 OF 4)		



### MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

#### 2. BUYER CONSIDERATIONS:

- A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
- B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (III) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
  - (1)LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
  - (2)APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraisant action.

the Seller. The Seller is not obligated to reduce the	Durchase price to match the appraised value
/	Seller's Initials ( We \ / \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
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Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS®	Reviewed by Date

MCA REVISED 11/11 (PAGE 1 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

KELLER WILLIAMS REALTY CHICO AREA, 2080 E. 20th St Sult: 170 Chice, CA 95928

Phone: (\$30)228-2559

Fax:

4719 Hartley Way

Lise Brigton

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026

www.zipLogix.com

Property Address: 4719 Hartley Way, Forest Ranch, CA 95942	Date: May 10, 2017	
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3. INSPECTION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

- C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.
- D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

#### 3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

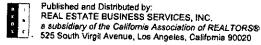
Buyer		Date
	Keller Williams Realty Chico Area	Date
Buyer		Date
Seller	Telephantel L	Date 5/15/17
Seller	Daniel Etdani	Date 5/15/17
	Felicitas Moreno	3//3//

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Reviewed by	Date





# STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Addenda May Be Attached to This Advisory) (C.A.R. Form SBSA, Revised 1/16)

4719 Hartley Way
Property Address Forest Ranch, CA 95942

Date May 10, 2017

#### **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.
- 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 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.
- The terms of the purchase 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.

#### **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.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities
  of those parties.
- 1. 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 have expertise in these areas. 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.

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SBSA REVISED 1/16 (PAGE 1 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)



Date: May 10, 2017

- 2. 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. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.
- 3. 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. Brokers do not have expertise in this area. 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.
- 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. Brokers do not have expertise in this area. 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).
- 5. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airbome, toxic or otherwise), fungl, 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. 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. Brokers do not have expertise in this area. 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."
- 6. 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 www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional.
- 7. 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



Date: May 10, 2017 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. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

- 8. 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.
- 9. 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.
- 10. 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. Brokers do not have expertise in this area. 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.
- 11. 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 collform, 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,

Date: May 10, 2017

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.

- 12. 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. Brokers do not have expertise in this area. 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.
- 13. 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.
- 14. 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.
- 15. 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 July1, 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.
- 16. 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. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.
- 17. 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.

SBSA REVISED 1/16 (PAGE 4 OF 12)

Date: May 10, 2017

- 18. 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. 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 of the Property, its development and size. 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.
- 19. 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.
- 20. 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. In particular, 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. 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.
- 21. 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 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.
- 22. 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. SBSA REVISED 1/16 (PAGE 5 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 5 OF 12)

Date: May 10, 2017

- 23. 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.
- 24. 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.
- 25. 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 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. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.
- 26. 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 low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. 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.
- 27. 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.
- 28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, 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. 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 http://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.

SBSA REVISED 1/16 (PAGE 6 OF 12)



29. 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.

- 30. MARIJUANA 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's medical marijuana law is 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" (http://ag.ca.gov/cms\_attachments/press/pdfs/n1601\_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at http://www.justice.gov.opa/documents/medical-marijuana.pdf. 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.
- 31. 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 SSD). 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 Association Insurance. 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.
- 32. 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 escrows provide the following notice to borrowers:

"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."

SBSA REVISED 1/16 (PAGE 7 OF 12)



Date: May 10, 2017

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 and by the CFPB.

- 33. 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.
- 34. 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 on 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.
- 35. 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. Brokers do not have expertise in this area.
- 36. 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 the property for the amount owed plus interest. The 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. purchase agreement, 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.
- 37. 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. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. 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.
- 38. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHAVA 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.

SBSA REVISED 1/16 (PAGE 8 OF 12)

Date: May 10, 2017

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.

- 39. 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.
- 40. 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.
- 41. 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 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 <a href="http://www.cpsc.gov">http://www.cpsc.gov</a> during Buyer's inspection contingency period. Another source affiliated with the CPSC is Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.
- 42. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and 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 during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 43. 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.
- 44. 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.

SBSA REVISED 1/16 (PAGE 9 OF 12)

\_ Date: May 10, 2017

- 45. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services 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. 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 Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.
- 46. 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, whe 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,
- 47. 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.
- **48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL:** 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 of Your 'Supplemental' Property 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. 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. 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.

- 49. 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.
- 50. 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 paid 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.

SBSA REVISED 1/16 (PAGE 10 OF 12)



Date: May 10, 2017

- 51. 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.
- **52. 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.
- 53. 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.
- 54. 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 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 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.)
- 55. 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.
- 56. 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 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.



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