



CALIFORNIA
ASSOCIATION
OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/18)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
 - You should conduct thorough investigations of the Property both personally and with appropriate professionals.
 - If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
 - You should retain your own professional even if Seller or Broker has provided you with existing reports.
 - You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
 - You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
 - If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
 - You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
 - The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.
- YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



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A. Investigation of Physical Conditions

1. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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2. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.

4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.

5. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.



6. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

8. SEPTIC SYSTEMS: Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.

9. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.



11. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

12. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

13. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.

B. Property Use and Ownership

1. ACCESSORY DWELLING UNITS: Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.

2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY: Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

4. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.



5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS: Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.



10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" (https://oag.ca.gov/system/files/attachments/press_releases/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code 1057.6 and by the CFPB. Brokers do not have expertise in this area.

12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.



14. SHORT TERM RENTALS AND RESTRICTIONS: Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

15. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

16. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

17. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

1. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the

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golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

3. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

4. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

5. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

1. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.

2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that,



during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.

4. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.

5. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

7. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

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

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."



Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

9. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

1. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

2. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.

3. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

4. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

5. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS: The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for residential real estate in certain major metropolitan areas where the purchase price equals or exceeds \$300,000. FinCEN remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies, corporations or other similar structures.



GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

6. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

7. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

8. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.

9. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product



or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

4. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

6. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.



7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA.

8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices.

G. Local Disclosures and Advisories

1. **LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):**

The following disclosures or advisories are attached:

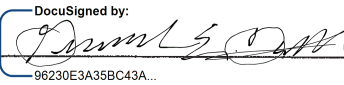
- A. Dilbeck Addendum to the SBSA
- B. Dilbeck Affiliated Business Notice
- C. Dilbeck Square Footage and Lot Size Disclosure
- D. Dilbeck Mold and Water Intrusion Disclosure

Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.

BUYER _____ Date _____

BUYER _____ Date _____

(Address) _____

SELLER Angie Duff  Date 11/20/2019 | 9:44:5

SELLER _____ Date 11/20/19

(Address) _____

Real Estate Broker (Selling Firm) _____ DRE Lic. # _____

By _____ DRE Lic.# _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

Real Estate Broker (Listing Firm) Dilbeck Real Estate DRE Lic. # 01345642

By Lovdeep Chhina DRE Lic.# 01860911 Date 11/20/2019 | 8:47:5

Address 25360 Magic Mountain Pkwy Ste 100 City Valencia State CA Zip 91355-6068

Telephone (661)645-9291 Fax (661)284-6263 Email email@dippyre.com

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)

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ADDENDUM TO STATEWIDE BUYER AND SELLER ADVISORY AND PURCHASE AGREEMENT



30465 Remington Rd

Property Address: Castaic, CA 91384-3420 ("Property")

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Statewide Buyer and Seller Advisory and the purchase agreement between Buyer and Seller.

- HAZARDS FOLLOWING WILDFIRES.** Certain areas of Los Angeles County experienced, or were affected by, wildfires in 2009 and subsequent years. Those areas include, but are not limited to, Glendale, Sunland, Tujunga, La Crescenta, La Canada Flintridge, Altadena, Pasadena, Sierra Madre, Glendora, and surrounding communities. The Property may have been, or may in the future be, directly or indirectly affected by the fires and their aftermath. Call the Los Angeles County Department of Public Works at (800) 214-4020, or visit www.dpwcare.org, for important information about hazards from potential erosion, floods, debris and mudslides, hazard mitigation, and insurance issues.
- SEWAGE DISPOSAL SYSTEMS.** Seller is advised to make written disclosure to Buyer as to the type and condition of the Property's waste disposal system. Brokers make no implied or express warranty as to the existence, type, and/or condition of the waste disposal system for the Property. The existence of a public sewer system, and the existence of a permit to connect to it, do not guarantee that the Property is connected to the sewer. Buyer acknowledges that sewers are being installed in various areas throughout the State of California, including but not limited to, the City of La Canada Flintridge. Buyer is responsible for investigating how this may affect the Property and accepts all responsibility with respect thereto. Also, Buyer is aware that the County of Los Angeles Department of Health Services made significant changes to the requirements for on-site private sewage disposal systems. Compliance with these requirements may effect approval for new system installations, repair or replacement of expansion of existing systems, or obtaining a building permit for construction or modifications. Buyer is advised to consult with appropriate governmental agencies as to how these requirements may impact the Buyer's use of the Property.
- CALIFORNIA HIGH-SPEED RAIL AUTHORITY.** The California High-Speed Rail Authority is responsible for planning, designing, building and operating the first high-speed rail system in California. By 2029, it is estimated that the system will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The system may eventually extend to Sacramento and San Diego, totaling 800 miles with an estimated 24 stations. The routes for the high-speed rail are not yet fixed, but certain proposed routes may impact the Property. Buyer is encouraged to review the website www.hsr.ca.gov in order to review the specific location of any proposed or fixed train line, all related stations, any ancillary structures and the associated construction estimates in order to understand the impact, if any, on the Property. **SELLER MUST PROVIDE TO BUYER ANY LETTER SELLER HAS RECEIVED FROM THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY AT THE PROPERTY OR ABOUT THE PROPERTY.**
- OTHER TRANSPORTATION LINES/LIGHT RAILS.** Buyer is informed that the Property may be situated in or near an area in which a public rail transportation line is located. In addition, the California High-Speed Rail Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the state's 21st century transportation needs. Any such rail line, train stations, ancillary structures, and associated construction could adversely or beneficially affect the value or desirability of the Property. Buyer is advised to seek further information from the appropriate entities.
- 710 FREEWAY.** There is a proposed extension of the 710 Freeway that may impact areas of Northeast Los Angeles, South Pasadena, Alhambra, Pasadena, La Crescenta, La Canada Flintridge, Glendale, and surrounding areas. For more information, Buyer is advised to visit www.dot.ca.gov and http://www.interstate-guide.com/i-710_ca.html, and contact Caltrans at (916) 654-5266.
- CITY INSPECTIONS AND REPORTS.** If the Property is located within a city or municipality that requires an inspection report, records search, certification, certificate of compliance or the like (collectively, "City Reports") as a condition of sale, then the Seller shall obtain and deliver to Buyer prior to the Close of Escrow a copy of the City Report as required by such city or municipality. The costs of any fee or repair required in order to obtain any City Report shall be paid by the party indicated in the Agreement.
- CURRENT AND FUTURE USE.** Buyer is advised that local and state building codes, ordinances and zoning restrictions, currently in force or under consideration, may affect the current and/or future use, desirability and market value of the Property and adjacent property. These regulations, restrictions and ordinances are subject to revision and may restrict Buyer's ability to build, expand, improve, or use the Property now or in the future. Furthermore, these restrictions may vary among cities, municipalities and counties. Future development adjacent to and/or remote from the Property may result in neighborhood, community and regional changes. Buyer is strongly advised to check with the appropriate governmental agencies during Buyer's due diligence period, as such period is set forth in the Agreement, to evaluate how the Property may be impacted now and in the future.

Addendum to Statewide Buyer and Seller Advisory

Buyer Initials () Seller Initials *RS*

Santa Clarita Office, 25360 Magic Mountain Parkway Suite 100 Valencia CA 91355
Lovdeep Chhina Produced with zipForm® by zipLogix

Phone: 661-284-6400

Fax: 661-284-6263

30465 Remington

These regulations/restrictions may include, but are not limited to, the following: rent control; size, height, setback, lot coverage, zoning and use restrictions; architectural design review process and/or homeowners' association rules a regulations; septic/percolation/sewer requirements; roofing/building material restrictions; hillside/slope building restrictions; accessory living quarters/guest house ordinances; tree, view, and historical significance preservation ordinances; horse keeping and other animal restrictions; availability of and restrictions on potable water; vehicle/RV parking and storage restrictions; community development plans; and proposed future development by governmental and private developers. Although the Property owner may request a variance from restrictive codes and ordinances from the appropriate governmental entity, there is no guarantee such variances will be granted.

8. **AIRPORT NOISE.** Buyer is aware of the existence and proximity of various airports, including, but not limited to: the Los Angeles International Airport, the Van Nuys Municipal Airport and the Burbank/Glendale/Pasadena Airport, the Ontario Airport, as well as airports in Camarillo, Oxnard, Santa Paula and Pt. Magu Military Base Airport. Buyer is aware that airport noise exists in many communities. Several airports are considering expansion. Buyer may obtain a "Noise Exposure Map" by calling the appropriate airport authority agency.
9. **ROCKETDYNE FACILITIES.** Buyer is aware that there are or have been Rocketdyne and other aerospace facilities (the "Facilities") at several locations in the San Fernando and Simi Valleys that were the subject of a class action lawsuit filed in the United States District Court for the Central District of California, Western Division, as Case No. 97-1554 ABC (RCX) (The "Action"). The Facilities were located in many locations, including without limitation: (1) the top of Woolsey Canyon Road; (2) 6633 Canoga Avenue near Victory Blvd; (3) 8900 De Soto Avenue near Nordhoff Street; (4) 8433 Fallbrook Avenue near Roscoe Blvd; and (5) the Santa Susana Mountains between Chatsworth and Simi Valley. The Plaintiffs alleged, among other things, that the past use of certain hazardous materials at the Facilities has placed them at an increased risk of serious illness and their property has been contaminated and diminished in value. The Defendants denied those allegations. The Action settled in 2005 for an undisclosed sum. Brokers do not have the knowledge or expertise to evaluate or advise Buyer of the conflicting claims in the Action or on the related environmental issues. For more information, Buyer is advised to review the Notice of Class Action and boundary map filed in the Action which comprises properties in a large portion of the San Fernando and Simi Valleys. Buyer may also contact the United States Department of Energy, Environmental Restoration Division, 1301 Clay Street, Suite 700 N, Oakland, California 94612, (510) 637-1663, United States Environmental Protection Agency, Region IX (415) 744-1500, and Buyer's State or Federal legislators for information about environmental conditions relating to the Facilities.
10. **NASA JET PROPULSION LABORATORY.** Buyer is aware that liquid and solid wastes containing several chemicals have been released from NASA's Jet Propulsion Laboratory ("JPL"), which chemicals have been found in groundwater and water supply wells. NASA has identified the released chemicals as volatile organic compounds ("VOCs"). NASA states that it has established groundwater treatment facilities, and is proposing a new treatment facility in Northwest Pasadena near the Windsor Reservoir. Brokers do not have the knowledge or expertise to evaluate or advise Buyer of the environmental or health issues resulting from NASA's activities or its cleanup efforts. For more information, Buyer is advised visit NASA's public information website at <http://jplwater.nasa.gov>, to contact NASA at (818) 393-0754 and to contact the Buyer's State or Federal legislators for information about environmental conditions relating to this issue.
11. **WILDLIFE.** Certain types of wildlife are indigenous and are particularly prevalent near brush, unimproved land, canyons, and mountains. These include, but are not limited to rabbits, raccoons, opossums, squirrels, rodents, deer, coyote, snakes, bats, midges and birds of prey. Buyer is advised to make an independent investigation of this matter.
12. **LANDFILL (WASTE SITE).** The Property may be situated in the vicinity of a landfill site. Buyer is advised to investigate the existence of any such landfill and the effects, if any, on the Property.
13. **FUTURE DEVELOPMENT.** Many cities, municipalities and counties either plan or contemplate future development and/or expansion of existing development, which may impact the value and desirability of the Property. For example, the Universal Studios and Porter Ranch areas are in the process of major expansion at this time, as are other areas. Brokers are unable to advise Buyer regarding the details of these or any other projects. Buyer is encouraged to contact the appropriate governmental authorities for further details.
14. **ANTI-SMOKING ORDINANCES:** Certain municipalities prohibit smoking in many areas of multi-family properties, including the exclusive use areas of certain condominiums and apartments. The Cities of, Pasadena, Burbank and Glendale have passed such ordinances, and other cities and unincorporated areas may have passed similar legislation. If Buyer desires additional information, Buyer is advised to contact the City or County government in which the Property is located. City of Pasadena (626) 744-6014; City of Burbank (818) 238-5282; City of Glendale (818) 548-3972.
15. **RESTRICTIVE HILLSIDE AND MANSIONIZATION ORDINANCES.** Buyer is advised that the City of Los Angeles and other municipalities are impacted by local ordinances that apply to hillside properties (hillside ordinances) and/or non-hillside properties (mansionization ordinances). These ordinances could significantly impact an owner's ability to make changes to an existing property, or significantly increase the cost of making permitted changes. Buyer is advised to check with the applicable municipality to determine if the Property is governed by these restrictive ordinances, and to obtain a copy of any appropriate ordinances in order to determine their impact, if any, on the Property.

16. **OPEN RESERVOIRS.** Buyer is advised that properties in areas near an open reservoir may be impacted by existing or future plans to modify open reservoirs in order to comply with Federal and State Clean Water Acts and other laws regarding water use and storage. If the Property is near an open reservoir, Buyer is advised to obtain further information from the Department of Water and Power (or similar agency) which operates the reservoir.

17. **THE PARTIES ARE HEREBY ADVISED OF THE FOLLOWING REQUIREMENTS AND SHALL COMPLY THEREWITH FOR PROPERTIES LOCATED IN THE CITY OF LOS ANGELES:**

A. **Water Conservation Certificate of Compliance.** City of L.A. Municipal Code Section 122.03 requires the seller of residential property to provide the buyer with a Certificate of Compliance stating that all applicable items have been retrofitted with the water saving device specified in said code section.

B. **9A Report.** City of L.A. Municipal Code Section 96.300 requires all sellers of real property to deliver to their buyers, through escrow, the Report of Residential Property Records (9A Report). The 9A Report may be ordered from the City of Los Angeles Building Department by the escrow officer, but Seller remains responsible to assure compliance. Closing escrow on a property without receipt of the 9A report is prohibited by Law.

C. **Impact Hazard Glazing.** City of L.A. Ordinance No. 161.136 requires Seller to assure that all external sliding glass doors (the sliding part only) to be tempered glass or "impact hazard glazed."

D. **Gas Shut-Off Valve and Ultra Low Flow Toilet Retrofit Ordinance.** City of L.A. Ordinance Nos. 171874 and 174343 require owners of property in the City of L.A. (both residential and commercial) to install earthquake gas shut-off valves prior to Close of Escrow. The sale of an individual condominium unit in a building requires the installation of seismic gas shutoff valves for all gas piping lines serving that building. Seller must have a permit prior to conducting the work, and an inspection of the completed work by the Los Angeles Department of Building and Safety must be completed prior to the Close of Escrow. Seller is urged to contact the Los Angeles Department of Building and Safety and the Association (if applicable) for more information. City of L.A. Ordinance No. 172075 requires owners of property in the City of L.A. (both residential and commercial) to retrofit toilets, urinals and showerheads prior to Close of Escrow. A Certificate of Compliance signed by both Buyer and Seller must be filed with the Los Angeles Department of Water and Power. Seller is urged to contact the Los Angeles Department of Water and Power for more information. Seller is further advised that failure to comply with this requirement will subject Seller and/or Buyer to the payment of a noncompliance fee in addition to the other penalties provided by Law.

E. **Mandatory Earthquake Retrofit.** City of L.A. Ordinance No. 183893 requires the retrofit of pre-1978 wood-frame soft-story buildings and non-ductile concrete buildings. The goal of the mandatory retrofit programs, under the Ordinance, is to reduce these structural deficiencies and improve the performance of these buildings during earthquakes. Without proper strengthening, these vulnerable buildings may be subjected to structural failure during and/or after an earthquake. In April 2016, City officials published a list of about 13,500 soft-story buildings subject to the Ordinance that may be at risk of collapse in a major earthquake. The list is preliminary some of these buildings, upon detailed inspection, will not need retrofitting. Owners of the buildings on the list will have two years to either submit proof that the building doesn't need retrofitting or provide plans for retrofit or demolition. If Seller has received notice that the Property is subject to the Ordinance, Seller must provide a copy of the notice to Buyer along with any additional information in Seller's possession relating to retrofitting the Property. Buyer is urged to contact the City of Los Angeles Department of Building and Safety for more information.


18. **THE PARTIES ARE HEREBY ADVISED OF THE FOLLOWING REQUIREMENTS AND SHALL COMPLY THEREWITH FOR PROPERTIES LOCATED IN THE CITY OF BURBANK:**

A. **Lockheed Vapor Extraction System.** Buyer is advised that the Lockheed Corporation has installed a system to remove reported contamination from the soil on previously owned Lockheed property, located in Burbank. Buyer is to make an independent investigation to satisfy any concerns or questions that he/she may have regarding this procedure and any effects that it may have on the Property, or any of the surrounding area.

B. **Wood Roofs.** City of Burbank Ordinance No. 3296 (adopted 1992 and updated 2012) requires exposed wood shake or shingle roofs installed on residential or commercial structures to be removed by August 14, 2014, and certain other requirements. Buyer is advised to contact the City of Burbank Building Division at (818) 238-5220.


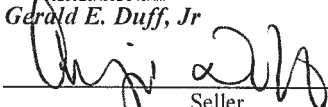
C. **Water Conservation Certificate of Compliance.** City of Burbank Ordinance No. 3786 (adopted 2010) requires the seller of residential, commercial and industrial buildings to provide the buyer and the City with a Certificate of Compliance stating that all applicable items have been retrofitted with the water saving device specified in said code section.

D. **Investigation of Chromium 6 in Water Supply.** The EPA and other government agencies have announced investigations of the source of Chromium 6 in Burbank's ground water. The City of Burbank has stated that Burbank water meets or exceeds all state and federal drinking water standards. The City's full statement on this topic can be found at: <http://www.burbankwaterandpower.com/water/quality/chromium-6-your-water-and-what-you-need-to-know/chromium-report>. The City's statement was posted and assumed to be current as of August 2012. Buyer is advised to contact the City of Burbank Water and Power Department at (818) 238-3700 to satisfy any concerns or questions that he/she may have regarding the water supply.

Addendum to Statewide Buyer and Seller Advisory
Buyer Initials () () Seller Initials 

19. THE PARTIES ARE HEREBY ADVISED OF THE FOLLOWING REQUIREMENTS AND SHALL COMPLY THEREWITH FOR PROPERTIES LOCATED IN THE COUNTY OF VENTURA:

- A. **Right to Farm Ordinance.** The "Right-To-Farm" Ordinance, which became effective 11/17/97, (1) revises zoning provisions so as to further protect agricultural operations from lawsuits claiming the operations to be nuisances; (2) adds provisions requiring disclosure to persons acquiring real property that agricultural operations are so protected from lawsuits and that such persons may experience inconveniences and discomforts associated with agricultural operations; and (3) adds provisions providing for optional mediation by Ventura County Office of the Agriculture Commissioner of certain disputes involving agriculture operations. Buyer of property affected by the ordinance must receive a mandated disclosure notice and statement from Seller, as required by this ordinance.
 - B. **Reservoirs and Dams.** Major reservoir/dam facilities may be located in the area in which the Property is located, including, but not limited to locations in the Calabasas, Agoura, Westlake areas, Westlake Village/Las Virgenes Reservoir, Lake Sherwood Dam, Wood Ranch, Piru Lake and Lake Casitas. Buyer shall investigate the proximity of Property to such facilities and any potential effects on the Property.
20. **VALUE.** Buyer and Seller acknowledge and agree that while Brokers provide information regarding comparable properties, the value of the Property is subjective and Brokers cannot guarantee the current market value of the Property. Further, Brokers make no representation of any kind as to the future value of the Property.
21. **ESCROW PROCESS COMPLEXITY.** The Agreement indicates a specific closing date. However, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension would require the mutual written consent of Buyer and Seller. Due to this possibility, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.
22. **WATER STOCK.** When applicable, Seller shall transfer sufficient water stock to accommodate Buyer's need for the purchase of water.
23. **PERMISSION TO CONTACT BUYER AND SELLER.** The party which is represented by Dilbeck Real Estate hereby grants to Dilbeck Real Estate and its agents permission to contact them by telephone, facsimile, electronic mail, and otherwise for the purpose of offering and selling products and services.
24. **BROKERAGE COMPENSATION.** Escrow instructions relating to the payment of commission cannot be amended or revoked without the prior written consent of Brokers, who shall be deemed a party to the escrow (except as otherwise specifically provided) for the sole and exclusive purpose of receiving the amount or rate of commission. In the event of a breach or default of the purchase agreement, this Addendum and/or any related documents by Buyer and/or Seller, the breaching or defaulting party or parties shall be jointly and severally liable for payment of brokerage commissions as provided herein or in such other documentation which relates to commissions. The obligation to pay the commission as specified in this paragraph is in addition to any obligations to pay Liquidated Damages or any other sums pursuant to the Agreement, this Addendum, or any other agreements between the parties.

Buyer	Date	<small>DocuSigned by:</small>  <small>66230E3A35BC43A...</small> Seller Gerald E. Duff, Jr	11/20/2019 9:44:58 P
Buyer	Date	 Seller Angie Duff	11/20/19 Date



AFFILIATED BUSINESS NOTICE

To: Consumers
From: Dilbeck Real Estate
Property: 30465 Remington Rd, Castaic, CA 91384-3420

This is to give you notice that Dilbeck Real Estate has a business relationship with InterValley Escrow ("IVE"), Orange Coast Title Company of Los Angeles ("OCT"), and Partners United Financial, LLC ("Partners United"). Dilbeck Real Estate and/or certain owners, employees and/or agents of Dilbeck Real Estate have a direct or indirect ownership interest in IVE, OCT and/or Partners United. Because of these relationships, this referral may provide a financial benefit to Dilbeck Real Estate, its employees and/or agents.

Set forth below is the estimated charge or range of charges by IVE for the following settlement services:

- Basic Escrow Fee (per side): \$2.00 per thousand dollars of purchase price + \$300.00 base. Min. fee is \$850.00.
- Seller All Inclusive Processing Fee: \$275.00 to \$350.00
- Buyer All Inclusive Processing Fee: \$375.00 to \$450.00

Set forth below is the estimated charge or range of charges by OCT for the following settlement services:

- Title Premium: Varies based on size of transaction according to underwriter rates filed with the applicable state Department of Insurance.
- Endorsements: 10% to 80% of basic title rate, based on size and type of transaction.
- Sub-Escrow Fee: \$125.00
- Miscellaneous Fees: \$10.00 to \$200.00
- Recording Fee: Varies based upon charges imposed by Government Code, Revenue & Taxation Code, county codes and city ordinances. Fee information can be obtained on-line from the Registrar-Recorder in each county.

Set forth below is the estimated charge or range of charges* by Partners United for the following settlement services:

- Loan Discount Points: 0% to 4% of loan amount, depending on rate chosen
- Loan Origination Charges: \$995 to \$1,495; or 0.5% to 2% of the loan amount in some cases
- Processing Fee: \$0 to \$495

* The ranges of charges set forth above for Partners United are for permanent First Trust Deed loans for qualified borrowers. Second Trust Deed, sub-prime, construction loans, and other non-traditional loans may exceed the above range, and written disclosures of estimated fees will be provided. Fees may vary depending upon individual state restrictions.

You are NOT required to use IVE, OCT or Partners United as a condition for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ACKNOWLEDGMENT: I/we have read this disclosure form, and understand that Dilbeck Real Estate is referring me/us to purchase the above-described settlement services from IVE, OCT or Partners United, and may receive a financial or other benefit as the result of this referral.

Buyer Date

Buyer Date

DocuSigned by:
Gerald E. Duff, Jr. 11/3/2019 | 6:16:31 PM MST

Seller ID: 230E3A35BC43A... Date
Gerald E. Duff, Jr.

Seller Date
Angie Duff 10/10/19



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE

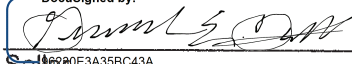
Property Address: 30465 Remington Rd, Castaic, CA 91384-3420

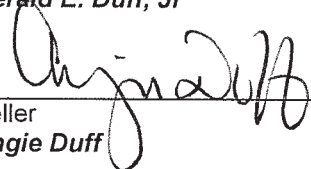
Most descriptions of square footage and lot size come from the County's tax data, title company records, property owners, or other third-party suppliers. The numbers reported by these sources are not always reliable and can conflict with one another. In fact, in some cases the County tax assessor's own data shows conflicting information. The numbers are often based upon inaccurate or incomplete information. The numbers that appear in the Multiple Listing Service, advertisements, flyers and Internet postings come from these sources and so should be considered approximations only. Hedges, fences and other barriers often do not mark the true boundary lines of a property. Only an appraiser or surveyor, as applicable, can reliably determine square footage, room size, lot size, property corners, lot dimensions, and the exact boundaries of a property. Real estate brokers cannot make these determinations. Dilbeck Real Estate recommends that you hire appropriate experts to make these determinations.

Buyer must retain the services of experts to inspect the property during the inspection period that is specified in the purchase agreement. Any waiver or failure on the part of Buyer to complete and obtain all appropriate inspections, including those for reliable property measurements, is against the advice of Dilbeck Real Estate.

Buyer Date

Buyer Date

DocuSigned by:
 11/20/2019 | 9:44:58 PM
Seller 0E3A35BC43A... Date

Gerald E. Duff, Jr
 11/20/19
Seller Date
Angie Duff

MOLD AND WATER INTRUSION DISCLOSURE



Property Address: 30465 Remington Rd, Castaic, CA 91384-3420

MOLD AND FUNGI: Mold and other fungi are present on almost all properties. Some types of mold and fungi may cause health problems for certain people and animals. They can be difficult to detect and may be "hidden" within the structural elements of a building. It can be very expensive to remediate a mold or fungus problem. It is possible that a property can have such a problem that is unknown to the seller and real estate brokers. Don't assume that because you cannot see mold or fungi that they do not exist on a property. The only way to provide a reasonable assurance that a property does not have harmful mold or another environmental hazard is to retain the services of an environmental expert to conduct tests. Any mold or fungus that is found should be evaluated by an environmental expert to determine if it is harmful and to determine the procedures to remediate the problem. Real estate brokers cannot make these determinations, and they cannot verify whether or not there is any health hazard at a property. Dilbeck Real Estate recommends that you hire appropriate experts to determine if mold or other fungi are present on the property, to determine if any such organism found on the property is harmful, and to recommend appropriate remediation. This is especially important if there is evidence of past or present moisture, standing water, or water intrusion at the property since most mold and fungi thrive on moisture.

WATER INTRUSION. Some properties suffer from water intrusion. Many things can cause water intrusion, such as defective construction, deteriorating building materials, and the absence (or deterioration) of waterproof barriers. Water intrusion can cause serious problems. Some of those problems include wood rot, mold, fungi growth, mildew, and damage to the structural integrity of a building. It can be very expensive to fix the problems caused by water intrusion. Water intrusion, its cause and resulting problems can be difficult to detect and may be "hidden" within the structural elements of a building. It is possible that a property can suffer from water intrusion and resulting problems that are unknown to the seller and real estate brokers. Don't assume that because you cannot see water intrusion or the damage it causes that they do not exist on the property. The only way to provide a reasonable assurance that a property does not suffer from water intrusion or resulting problems is to retain the services of an expert with proper training to assess the property. Real estate brokers and their agents cannot make this assessment, and they cannot verify whether or not there is any damage caused by water intrusion at the property. Dilbeck Real Estate recommends that you hire appropriate experts to determine if the property suffers from water intrusion, to determine if the property has been damaged by water intrusion, and to recommend appropriate remediation. This is especially important if there is evidence of past or present moisture, standing water, or water intrusion at the property.

BUYER'S INVESTIGATIONS: Buyer must retain the services of experts to inspect the property during the inspection period that is specified in the purchase agreement. Any waiver or failure on the part of Buyer to complete and obtain all appropriate inspections, including those for mold and water intrusion, is against the advice of Dilbeck Real Estate.

SELLER'S DISCLOSURES: Seller must disclose in writing to Buyer any known mold, fungi, water intrusion, problems caused by water intrusion, or other hazardous conditions. Any failure on the part of Seller to make all necessary disclosures, including those related to mold and water intrusion, is against the advice of Dilbeck Real Estate.

_____	_____	DocuSigned by:	11/20/2019 9:44:58
Buyer	Date		_____
		Seller	Date
		30E3A35BC43A	
		Gerald E. Duff, Jr	
_____	_____		15 Oct. 19'
Buyer	Date	Seller	Date
		Angie Duff	