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Pages:
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Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

03/22/23 AT 08:00AM

FEES:	34.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	109.00



LEADSHEET



202303220280010

00023292019



013978143

SEQ:
03

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

12387349

RECORDING REQUESTED BY:

PROVIDENT TITLE COMPANY

WHEN RECORDED MAIL TO:

LAW OFFICES OF CRAIG D. WEINSTEIN
2381 Rosecrans Avenue, Suite 405
El Segundo, California 90245

Space Above for Recorder's Use

**NOTICE OF NON-ADVERSARIAL PROCEDURE; NOTICE TO SUCCESSORS
IN INTEREST AND SUBSEQUENT PURCHASERS; AND NOTICE OF BUILDER'S AGENT FOR
NOTICE UNDER CALIFORNIA CIVIL CODE SECTIONS 912(f), 912(h), AND 912(e)**

This Notice of Non-Adversarial Procedure, Notice to Successors in Interest and Subsequent Purchasers; and Notice of Builder's Agent for Notice (collectively, the "Notice"), dated as of February 28, 2023, is made by Craig R. Casner ("Builder"), with reference to the facts set forth below.

RECITALS

A. Builder is the builder of that certain residential project located in California and more particularly described in the legal description attached hereto as Exhibit "A" (the "Property").

B. California Civil Code Sections 895 et. seq. (the "Right to Repair Law") sets forth functionality standards for residential construction, design, specifications, surveying, planning, supervision, testing, and observation of construction with respect to any original construction. Chapter 4 of the Right to Repair Law (California Civil code Section 910-938) establishes certain non-adversarial dispute resolution procedures that an owner of a single-family home, an individual unit owner of attached dwellings or, in the case of a common interest development, an association as defined in California Civil Code Section 4080 must initiate before taking further legal action against any party alleged to have contributed to a violation of the standard set forth in the Right to Repair Law.

C. Builder is required to record notice of the existence of non-adversarial procedures applicable to certain construction defect claims against the Property and that these procedures impact the legal rights of buyers with respect to the Property pursuant to California Civil Code Section 912(f).

D. Builder desires to provide notice to all subsequent purchasers of any portion of the Property of their rights under Chapter 4 of the Right to Repair Law and of certain other obligations to deliver certain documents to subsequent purchasers of any portion of the Property under California Civil Code Section 912(h).

E. Builder desires to provide notice to purchasers and all subsequent purchasers of any portion of the Property of Builder's agent for notice under California Civil code Section 912(e).

NOW THEREFORE, Builder provides notice as follows:

1. Non-Adversarial Procedure. Pursuant to California Civil code Section 912(f), notice is hereby given by Builder that Builder has elected to adopt the non-adversarial procedures set forth in California Civil Code Section 910 through 938, which apply to certain claims which might arise regarding the Property and that these procedures impact the legal rights of buyers with respect to the Property. According to the terms of the Right to Repair law, buyers are required to proceed through the statutory non-adversarial procedures prior to taking further legal action. According to the terms of the Right to Repair law, the non-adversarial procedures will not apply if Builder does not comply with the requirements set forth therein if a claim arises and the parties will then proceed to arbitration under the purchase agreement or other applicable documents. Should the parties not be able to resolve the dispute through the statutory non-adversarial procedures (including mediation), the matter will then be resolved through a judicial reference, which shall be binding upon both parties.

In addition to being described in this recorded notice, detailed written documentation shall have been provided to the original homeowner of the Property by Builder in the form of a Warranty document and other Documents (defined below) and such Documents have become or will become binding on the homeowners.

Subsequent purchasers are hereby notified that in accordance with the terms set forth in the original homeowner's purchase agreement or in any other applicable contract documents that the original homeowner executed, the purchase agreement and other contract documents contained an arbitration provision which binds subsequent purchasers of the Property.

2. Subsequent Purchasers of the Property. Pursuant to California Civil Code Section 912(h), notice is hereby given by Builder that at the time of purchase or prior to the date of the close of escrow between Builder and the original homeowner of the Property ("Close of Escrow"), the original homeowner of the Property received certain documents from Builder which each homeowner shall provide to successors in interest and/or subsequent purchasers. These

documents include various documents provided by Builder to the original homeowner which may include but are not limited to: (a) Builder's limited warranty agreement, which is intended to satisfy the requirements of California Civil Code section 900, (b) a homeowner maintenance guide and/or other maintenance or preventative maintenance information, (c) maintenance and limited warranty information for Manufacturer-Warranted Products as such term is defined in Builder's warranty, and (d) any other documents provided in conjunction with the original sale of any portion of the Property by Builder (collectively, the "Documents"). The original purchaser of any portion of the Property is hereby informed that the original purchaser shall maintain full and complete copies of the Documents and provide the Documents to any successors in interest and/or subsequent purchasers. Successors in interest and/or subsequent purchasers of any portion of the Property are hereby notified that they should obtain the Documents from the seller of such portion of the Property. Successors in interest and/or subsequent purchasers should request full and complete copies of these Documents from the seller of the Property as these documents contain important information which affects successors in interest and/or subsequent purchasers' legal rights in connection with any portion of the Property and should be given to subsequent successors in interest and/or subsequent purchasers.

3. Builder's Agent for Notice. Pursuant to California Civil Code Section 912(e), notice is hereby given by Builder that, as of the date this Notice has been recorded, Builder's Agent for Notice to whom right to Repair Law claims and requests for information should be submitted is:

Craig R. Casner
1201 6th Street
Manhattan Beach, CA 90266

This contact informant is subject to change. The name and address of Builder's agent under Civil Code Section 912(e) is also available at the office of the California Secretary of State. To ensure that your notice is delivered to Builder at its correct address, homeowner is advised to confirm the current name and address of Builder's agent with the Secretary of State before delivering notice.

4. Preparation of Notice Memorandum. This Notice is prepared for the purposes of (a) providing the recordation of notice of non-adversarial procedures that apply to certain construction defect claims relating to the Property, (b) providing notice of the obligations of all owners, successors in interest and/or subsequent purchasers of any portion of the Property to provide copies of the Documents to successors in interest and/or subsequent purchasers and (c) providing notice of Builder's agent for notice.

5. Amendment or Revocation. Prior to the close of escrow of any residential unit, lot or condominium (as applicable) on the Property, Builder shall have the unilateral right to revoke or amend this Notice as it relates to such residential unit, lot, or condominium (as applicable) on the Property by recording an instruction amending or revoking this Notice and any such amendment or revocation shall not impair the effect of this Notice as to any other portion of the Property not covered by the amendment or revocation. No lender consents shall be required as a condition to any such revocation or amendment.

IN WITNESS WHEREOF, Builder has executed this Notice as of the date first above written.

BY: 
Craig R. Casner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

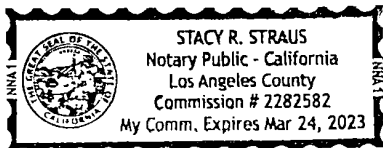
ss.

County of Los Angeles)

On February 28, 2023 before me, Stacy R. Straus, Notary Public, personally appeared Craig R. Casner who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.






EXHIBIT "A"
Legal Description of Property

PARCEL 1 OF PARCEL MAP NO. 76038, IN THE CITY
OF REDONDO BEACH, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA AS PER MAP FILED IN BOOK
418, PAGES 11 AND 12, OF PARCEL MAPS IN THE
OFFICE OF THE COUNTY RECORDER OF LOS
ANGELES COUNTY.