

C.W.

To: PRESIDENT, SEAL BEACH MUTUAL NO 14 SALES PERSON Joanie DATE 8.14.25
Request for Pre-listing inspection of Mutual No. 14 Apartment No. 50C And Carport No. 151 Stall No. 9
Prior to listing for resale.

Stock Owner of Record (Seller)

Telephone (Seller)

Print Name

Judith Ann Smongesky

RECEIVED

Seller Please leave electricity on until escrow is closed. Please empty carport storage cabinets.

- ITEMS 1 THROUGH 35 ARE ADDITIONS TO THE ORIGINAL STRUCTURE AND WILL BECOME THE RESPONSIBILITY OF THE BUYER TO MAINTAIN AFTER THE CLOSE OF ESCROW.
- ANY FUTURE REMODELING MAY REQUIRE ALL NOT-TO-CODE ITEMS TO BE BROUGHT UP TO CODE. AUG 07 2025
- THE SELLER IS RESPONSIBLE FOR THE COST OF REPAIRS AND REMOVALS AS NOTED BELOW.
- ** NON-STANDARD ITEMS 1 THROUGH 35 MAY OR MAY NOT BE IN WORKING ORDER. Physical Property Department

	PERMIT ON FILE	PERMIT DATE	MODEL <u>2 Bed</u>	APPROX. ADDED SQUARE FEET
1. Garden	()	()	Water - scallops, rocks	
2. Patio Cover	(X)	(1999)	Permanant -	
3. Patio Enclosure	()	()	Water - lights, lockbox, gate, doorbell, mail slot, entry door complete	
4. Patio Cabinet	()	()	Water - hot to case, shelves, door complete	
5. Patio Concrete	(X)	(1979)	Water - Carpet, door blocks, caps	
6. Skylights	(X)	(1979, 1985)	Water - patio operable screen Kitchen operable, ficine Diffuser, Bath operable floor	Diffuser circuit
7. TV Antenna	()	()	None	
8. Air Conditioning	(X)	(1991, 2003)	Water - concrete pan, bling, registers, thermostat, Attic access	
9. Heat Pump	(X)	(1991, 2003)	Water -	
10. Screen Door	()	()	Water - As is	
11. Slid'g Glass Door	(X)	(1989)	Water - Remover	
12. End Windows	(X)	(2000)	Water - Throughout unit w/ screens	
13. Ceiling Fan	(X)	(1989)	Water - Dining room, Remote in unit	
14. Dishwasher	(X)	(2021)	Water - Air gap, hook ups	
15. Microwave	(X)	(2000)	Water - Vent pipe, hook ups	
16. Lights	(X)	(1989)	Water - Bathroom, Dining, porch, patio	
17. Mirrors	()	()	Water - Hallway, kitchen, den, closet doors, Bedroom closet doors	
18. Painted Cabinets	()	()	Water - Kitchen handles, hallway handles	
19. Wallpaper	()	()	None	
20. Flooring	(X)	(2016, 2018)	Water - throughout unit w/ baseboards	
21. Door Bell	(X)	(1989)	Water - Entry	

- Repair and Paint Stucco at Carport/at Patio
- ☒ Clean Out Storage Cabinet at Carport/at Patio
- Install Porch light and Doorbell (code required)
- Remove Towel Bars by Refrigerator, Stove Top, or Behind Bath Doors
- ☒ Remove All Hooks, Nails, etc. from Stained Kitchen Cabinets, Putty and Stain to Match Existing
- ☒ Remove All Hooks, Nails, etc from All Walls, Doors and Ceilings in Apartment and Patio, Spackle, Sand and Touch Up Paint to Match Existing
- ☒ Replace Door Bumpers in Living room, Den, Bedroom Bath

- ☒ Clean Bath Toilet
- ☒ Replace Toilet Seat white elongated
- Replace Clothes Hamper Front, and Paint to Match
- Replace Shower Doors Due to Cracks
- Replace End Panel Due to Cracks
- Replace Shower Head with Mutual Standard
- ☒ Sand Chopping Block ☒ Sand Breadboard
- Refinish/Repair Formica Kitchen/Bath
- Replace Broiler Pan ☒ Replace Broiler Cover
- ☒ Replace Round or Flat Filter in Stove Hood
- Replace Reflector Pans
- Remove Decals from Shower Floors

Verify Heat pump for cool heat, check drain line to check for no clogging, check thermostat for noise/
Verify washer & dryer, dishwasher, microwave and stove top are in working condition/
Remove all potted plants / add fiberglass pad under AC unit /

☒ Unit or parts of unit full or covered, unable to inspect. Will reinspect on final.

IMPORTANT NOTICE TO SELLER:

A final inspection will be made ten working days prior to the close of escrow on interior and exterior of apartment to order all necessary repairs and replacements. This inspection is **IN ADDITION** to the Pre-listing inspection. Any changes in Mutual policies between the date of this inspection and the final inspection may require additional items/ repairs not listed on this inspection to be performed. All cost for additional repairs will be deducted from your repair deposit that has been withheld. Keys provided by Seller will then be utilized by GRF employees and outside vendors to complete any repairs.

Stock Owner of Record

Date

Stock Owner of Record

Date

Date 8.14.25 Inspector Joanie Fish-Cuchino

Mutual Director [Signature]

VO

Buyer

Date

Buyer

Date

MUTUAL NO: 14 APT. NO: 500

22. 21 (X) Notes - Washer / neyerz - brok ups, vent pipe
23. () Notes - Window coverings throughout unit
24. () Notes - Doors at den complete
25. ()
26. ()
27. ()
28. ()
29. ()
30. ()
31. ()
32. ()
33. ()
34. ()
35. ()
36. ()

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

IMPORTANT NOTICE TO SELLER:
A final inspection will be made within ten working days on interior and exterior of apartment to order all necessary repairs and replacements before the close of escrow. This inspection is IN ADDITION to the pre-listing inspection. Any cost for additional repairs will be deducted from your repair deposit that has been withheld. Keys provided by the seller will then be utilized by GRF employees and outside vendors to complete any repairs. Seller only has up to the 10 working days before Escrow closes to do any repairs to unit.

(PP 001 03/13)

PRE-LISTING INSPECTION

THE LISTED REMODELING, ADDITIONS OR ADDED EQUIPMENT HAVE BEEN INSPECTED BY THE MUTUAL CORPORATION.

ANY PROPERTY LEFT IN THE APARTMENT, ON THE PATIO, IN THE PATIO CABINET, OR IN THE CARPORT STORAGE CABINET BY THE SELLER IS AGREED TO HAVE BEEN ABANDONED. ALL COSTS FOR REMOVAL OF ABANDONED PROPERTY WILL BE CHARGED TO THE SELLER.

ALL KEYS TO ENTRY DOOR, PATIO CABINETS, AND CARPORT LOCKS MUST BE TURNED IN. SELLER WILL BE CHARGED FOR ALL LOCKS NEEDING TO BE REPLACED FOR LACK OF KEYS.

THIS REPORT IS TO BECOME A PART OF THE DEPOSIT RECEIPT AND ORIGINAL ESCROW INSTRUCTIONS EXHIBIT A ON ABOVE MENTIONED PROPERTY. EACH PARTY SIGNING THIS REPORT HAS READ THE ADDITIONAL VERBIAGE ON PAGE 1 AND APPROVES, ACCEPTS, AND AGREES TO BE BOUND THEREBY AS THOUGH PAGE 1 APPEARED OVER THEIR SIGNATURES.

RESIDENT RESPONSIBILITY FOR ALTERATION AND/OR ADDITIONS

THE FOLLOWING RESOLUTION HAS BEEN ADOPTED BY THIS MUTUAL:

WHEREAS, The Occupancy Agreement in the Seal Beach Mutuals contains the provisions under Article 11, Paragraph (b), whereby the Corporation shall (among other things) provide and pay for all necessary repairs, maintenance and replacements, except as specified in Clause (a) of this Article, and

WHEREAS, All additions or alterations to the apartments become Mutual property when attached to the building, and under the Resident Permit for alterations and/or additions, the resident agrees that he "...will not look to Golden Rain Foundation or the Mutual for reimbursements for, or maintenance of, the alterations ..." and

WHEREAS, The Regulatory Agreement (FHA Form 3225) between the Mortgagor (Mutual Corporation) and the Federal Housing Commissioner sets up specific directions for the creation of a reserve fund for the replacement items listed in "Breakdown of Reserve for Replacement," now

THEREFORE, BE IT RESOLVED, That any repair, maintenance, or replacement of any additions or alterations to the original structure be the responsibility of and all charges for same be paid by the resident originally applying for the Permit or his successor.

BE IT FURTHER RESOLVED, That a copy of this Resolution, together with a list of all additions and/or alterations added to the original apartment, be attached to the escrow agreement in order to inform all new residents.

Stock Owner of Record

Date

Stock Owner of Record

Date

Notice to Buyer:

A copy of this form is being furnished to you so you are aware of all corrections that will be made.

I have read and I agree with the above information:

Buyer

Date

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

This Disclosure Statement concerns the real property situated in the City of Seal Beach, County of Orange, State of California, described as: **1761 SUNNINGDALE RD., #50C**

This statement is a disclosure of the condition of the above-described property in compliance with Section §1102 of the Civil Code as of **August 7, 2025**. It is not a warranty of any kind by the Seller(s) or any agent(s) representing any principal(s) in this transaction, and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.

This statement is given voluntarily and may not be required under the law but, in order to ensure disclosure concerning the property, is made voluntarily by the Seller(s).

This statement is also in conjunction with a Pre-Listing Inspection Report which has been made by the Seal Beach Mutual Corporation in which the unit is situated. A copy of that pre-listing inspection is attached hereto and marked "Exhibit A."

In addition to the Disclosure Statement herein contained, and the Pre-Listing Inspection Report herein referred to, there will be provided a Final Inspection Report in a form made by the Mutual Corporation.

I

COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section §1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-- money liens on residential property). Substituted Disclosures: The following disclosures have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same: See attached Pre-Listing Inspection and pages 1, 2, 3, 4 & 5

(List all substituted disclosure forms to be used in connection with this transaction)

II

SELLER'S INFORMATION

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

The following are representations made by the Seller(s) and are not the representations of the Agent(s), if any. This information is a disclosure and is not intended to be part of any contract between the Buyer and Seller.

Seller ☒ is ☐ is not occupying the property.

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

- | | | |
|--|---|---|
| ☒ Range | ☒ Oven | ☒ Microwave |
| ☒ Dishwasher | ☐ Trash Compactor | ☒ Garbage Disposal |
| ☒ Washer/Dryer Hookups | ☐ Rain Gutters | ☐ Burglar Alarms |
| ☒ Smoke Detector(s) | ☐ Fire Alarm | ☐ TV Antenna |
| ☐ Satellite Dish | ☐ Intercom | ☒ Central Heating |
| ☒ Central Air Conditioning | ☐ Evaporator Cooler | ☐ Wall/Window Air Conditioning |
| ☐ Sprinklers | ☒ Public Sewer System | ☐ Septic Tank |
| ☐ Sump Pump | ☐ Water Softener | ☐ Patio Decking |
| ☐ Built-in Barbecue | ☐ Gazebo | ☐ Sauna |
| ☐ Hot Tub ☐ Locking Safety Cover* | ☐ Pool ☐ Child Resistant Barrier* | ☐ Spa ☐ Locking Safety Cover* |
| ☐ Security Gate(s) | ☐ Automatic Garage Door Opener* | ☐ Number of remote controls _____ |
| ☐ Garage: ☐ Attached ☐ Not Attached | ☒ Carport | ☐ Private Utility or other _____ |
| ☐ Pool/Spa Heater ☐ Gas ☐ Solar ☐ Electric | | ☒ Window Screens |
| ☒ Water Supply ☒ City ☐ Well | ☐ Gas Supply ☐ Utility ☐ Bottled | ☐ Window Security Bars |
| ☒ Water Heater ☐ Gas ☒ Electric | ☒ Anchored, Braced or Strapped* ☐ Private Utility ☐ Bottled | |
| ☐ Quick Release Mechanism on Bedroom Windows* | | |
| ☒ Exhaust Fan(s) in <u>Kitchen & Bathroom</u> | ☒ 220 Volt Wiring in <u>Kitchen</u> | |
| ☐ Fireplace(s) in _____ | ☐ Gas Starter _____ | |
| ☒ Roof(s): Type: <u>Comp</u> | Building Age: <u>Approximately 59 years(excluding Building 29 in Mutual 2)</u> | |
| ☐ Other | | |

To the best of Seller's knowledge, are any of the above not in working condition?

☐ Yes ☒ No If yes, then describe (attach additional sheets if necessary): _____

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 1 of 5 Pages

Buyer's Initials () ()

Seller's Initials () ()

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No

If yes, check appropriate space(s) below.

- ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s)
☐ Windows ☐ Doors ☐ Foundation ☐ Walls/Fences ☐ Sidewalks ☐ Slabs
☐ Electrical Systems ☐ Plumbing/Sewers/Septics

Other Structural Components (describe) _____

If any of the above is checked, explain (attach additional sheets if necessary): _____

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

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

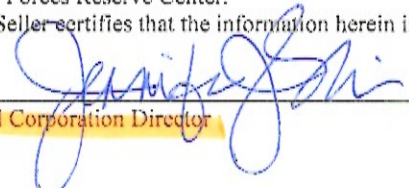
1. Substances, materials or products which may be an environmental hazard such as, but not limited to, asbestos, mold, formaldehyde, radon gas, lead-based paint, fuel or chemical storage, tanks and contaminated soil or water on the subject property (see attached asbestos letter) ☒ Yes ☐ No
2. Features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

If the answer to any of these is yes, explain (attach additional sheets if necessary): For Items 6, 7, 8 & 11, see statement below. For item 13, see Mutual Disclosure on page 3. For item 1, see attached asbestos letter and Mold Disclosure Information sheet. For items 4 & 5, see prelisting item 4. Any future Remodeling may require this item to be brought up to present building code.

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

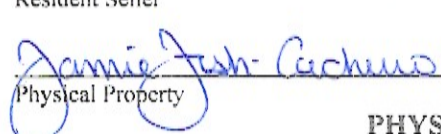
In addition to the matters herein stated and specified, it has been determined and discovered that in some locations in Seal Beach Leisure World, there has been the use of fill material, and there has been some settling and a drainage problem. In addition, you will note that to the west of Seal Beach Leisure World, there are steam plants. There have been individual residents in Leisure World who have complained, from time to time, concerning the noise emitted by said steam plants. The Los Angeles Department of Water and Power has further advised that there will be drilling on its property and the drilling operations will generate dust and noise associated therewith. Adjacent to Seal Beach Leisure World, there exists the Seal Beach Naval Weapons Station, a Federal Ordnance Station. Seal Beach Leisure World is situated in close proximity to the flight paths of Long Beach Airport and Los Alamitos Armed Forces Reserve Center.

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

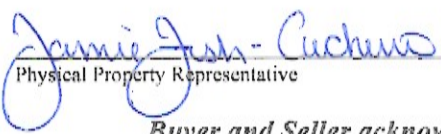

Mutual Corporation Director8.14.25
Date

Resident Seller

Date


Physical Property8.14.25
Date**PHYSICAL PROPERTY DEPARTMENT DISCLOSURE**

The Physical Property Department of the Golden Rain Foundation has advised the Mutual Corporation and the Seller of all information available to it, as to the exterior elements of the apartment subject to this escrow.


Physical Property Representative8.14.25
Date

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 2 of 5 Pages.

Buyer's Initials () () Seller's Initials () ()

MOLD DISCLOSURE AND INFORMATION

TEN THINGS YOU SHOULD KNOW ABOUT MOLD

1. Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints.
2. There is no practical way to eliminate all molds and mold spores in the indoor environment. The way to control indoor mold growth is to control moisture.
3. If mold is a problem in your home, you must clean up the mold and eliminate sources of moisture.
4. Fix the source of the water problem or leak to prevent mold growth.
5. Reduce indoor humidity (to 30-60%) to decrease mold growth by: venting bathrooms, dryers and other moisture-generating sources to the outside; using air conditioners and de-humidifiers increasing ventilation; and, using exhaust fans whenever cooking, dish washing, and dry cleaning.
6. Clean and dry any damp or wet building materials and furnishings within 24-48 hours of discovering mold growth.
7. Clean mold off hard surfaces with water and detergent, and dry completely. Absorbent materials such as ceiling tiles, that are moldy, may need to be replaced.
8. Prevent condensation: Reduce the potential for condensation on cold surfaces (i.e., windows, piping, exterior walls, roof, or floors) by adding insulation.
9. In areas where there is a perpetual moisture problem, do not install carpeting (i.e., in bathrooms, by sinks).
10. Mold can be found almost anywhere: they can grow on virtually any organic substance, providing moisture is present. There are molds that can grow on wood, paper, carpet, and foods.

BEFORE YOU MOVE

Protect yourself by inspecting your potential new home. If you identify problems, have the landlord or seller correct them before you move in, or even consider moving elsewhere.

- Check the heating and cooling system, including humidifiers and vents. Have duct lining and insulation checked for growth.
- Check for exhaust fans in bathrooms and kitchens. If there are no vents, do the kitchen and bathrooms have at least one window apiece? Does the cook top have a hood vented outside? Does the clothes dryer vent outside? Are all vents to the outside of the buildings, not into attics or crawlspace?
- Look for obvious mold growth throughout the house, including attics, basements, and crawlspace, and around the foundation. See if there are many plants close to the house, particularly if they are damp and rotting. There is a potential source of biological pollutants. Downspouts from roof gutters should route water away from the building.
- Look for stains on the walls, floor or carpet (including any carpet over concrete floors) as evidence of previous flooding or moisture problems. Is there moisture on windows and surfaces? Are there signs of leaks or seepage in the basement?
- Look for rotted building materials which may suggest moisture or water damage.
- Examine the design of the building. Remember that in cold climates, overhanging areas, rooms over unheated garages, and closets on outside walls may be prone to problems with biological pollutants.
- Look for signs of cockroaches.

INDOOR AIR REGULATIONS AND MOLD

Standards or Threshold Limit values (TLVs) for airborne concentrations of mold, or mold concentrations have not been set. Currently, there are no Environmental Protection Agency (EPA) regulations or standards for airborne mold contaminations.

CHECKING YOUR HOME

There is no simple and cheap way to sample the air in your home to determine the level of all biological pollutants. Experts suggest that sampling for biological pollutants is not a useful problem-solving tool. Even if you had your home tested, it is almost impossible to know which biological pollutant(s) cause various symptoms or health problems. The amount of most biological substances required to cause disease is unknown and varies from one person to the next.

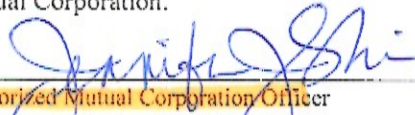
Does this make the problem sound hopeless? On the contrary, you can take several simple, practical actions to help remove sources of biological pollutants, to help get rid of pollutants, and to prevent their return.

SELF-INSPECTION: A WALK THROUGH YOUR HOME

Begin by touring your household. Follow your nose, and use your ears. Two major factors help create conditions for biological pollutants to grow: nutrients and constant moisture with poor air circulation.

MUTUAL DISCLOSURE

The Mutual Corporation is the owner of the building in which the apartment subject of this escrow is located. The Mutual Corporation pursuant to obligations in its ownership is obligated to maintain the structural integrity of the building, the foundations, footings, exterior roof and every other aspect of the structural integrity and exterior of the building. There are also repairs to the interior which are to be done at Mutual expense, including fixtures which are listed in other disclosures as to repairs to be done at Mutual expense. These buildings have been in existence for approximately 59 years with the exception of Building 29 in Mutual 2. The Mutual Corporation has not maintained a record of each and every repair made to an apartment or a building in which the apartment is situated, or any aspect of it. The Mutual Corporation has provided information to the seller in this transaction which is as accurate as the Mutual Corporation is able to make it at this time predicated upon the records available to it. This may not include everything that has ever been repaired or done in the apartment or the building in which it is situated. It is as accurate as can be made at this time. Damages which have occurred to the building have been repaired by the Mutual pursuant to its obligation. There has been flooding and settling in some buildings of Leisure World. Each of these has been repaired, as necessary, and that will be the case for the future, and such repairs will be made. The financial obligation in this regard is entirely that of the Mutual Corporation; that obligation is a matter you can rely upon; that is, the Mutual will correct any deficiencies or defects which occur in the structural integrity, exterior, or roof of the building, including settling, flooding, and damages from exterior causes, and maintenance in every regard as to those portions of the building which are the responsibility of the Mutual Corporation.


Authorized Mutual Corporation Officer

Seal Beach Mutual No. 14

8.14.25
Date

AGENT'S INSPECTION DISCLOSURE

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

The undersigned, based on the above inquiry of the Seller(s) as to the condition of the property and based on a reasonably competent and diligent visual inspection of the accessible areas of the property in conjunction with that inquiry, states the following:

- ☐ Agent notes no items for disclosure
- ☒ Agent notes the following items: The original Building #29 in Mutual #2 was affected by subsidence causing damage to the apartments. Mutual #15 building #7 apartments A through H, the geotechnical reports of the floor level survey showing minimal settlement, reports for both are on file with the Physical Property Supervisor's Office.

Agent (Broker Representing Seller) _____ Date _____

(Associate Licensee or Broker Signature) _____ Date _____

Buyer(s) and Seller(s) may wish to obtain professional advice and/or inspections of the property and to provide for appropriate provisions in a contract between Buyer(s) and Seller(s) with respect to any advice/inspections/defects. I/we acknowledge receipt of a copy of this statement.

Seller	_____	Date	_____	Seller	_____	Date	_____
Agent (Broker Representing Seller)	_____	Date	_____	By	_____	Date	_____
				(Associate Licensee or Broker Signature)			
Buyer	_____	Date	_____	Buyer	_____	Date	_____
Agent (Broker Obtaining the Offer)	_____	Date	_____	By	_____	Date	_____
				(Associate Licensee or Broker Signature)			

Section §1102.2 of the Civil Code provides a Buyer with the right to rescind a purchase contract for at least three days after the delivery of this disclosure, if delivery occurs after the signing of an offer to purchase. If you wish to rescind the contract, you must act within the prescribed period. A real estate broker is qualified to advise you on real estate. If you desire legal advice, please consult your attorney.

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 3 of 5 Pages.

Buyer's Initials () () Seller's Initials () ()

DISCLOSURE

Sellers of real property should be aware of their disclosure obligations under the California court cases, statutes and Real Estate Law. Commentaries excerpted or paraphrased below.

SELLER DISCLOSURE OBLIGATIONS — UNDER CIVIL CODE SECTION §1102, ET SEQ.

Effective January 1, 1987, a transferor (seller) of real property (including a residential stock cooperative) containing 1 - 4 residential units must, unless exempt, supply a transferee (buyer) with a completed Real Estate Transfer Disclosure Statement in the form prescribed in Civil Code §1102.6. This requirement applies to transfers by sale, exchange, installment land sale contract (as defined in Civil Code §2985), lease with an option to purchase, and any other option to purchase, or ground lease coupled with improvements.

EXEMPTED TRANSFERS: Summary of exempted transfers (Civil Code §1102.2) where a Real Estate Disclosure statement is **not** required:

- a. Transfers requiring a public report pursuant to §11018.1 of the Business and Professions Code and transfers pursuant to §11010.4 of the Business and Professions Code where no public report is required.
- b. Transfers pursuant to court order (such as probate sales, sales by a bankruptcy trustee, writ of execution, transfer by any foreclosure sale, etc.).
- c. Transfers by foreclosure (including a deed in lieu of foreclosure and a transfer by a beneficiary who has acquired the property by foreclosure, or deed in lieu of foreclosure).
- d. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust, this transaction shall not apply to a transfer if the trustee is a natural person who is sole trustee of a revocable trust, and he or she is a former owner of the property or an occupant in possession of the property within the proceeding year.
- e. Transfers from one co-owner to one or more co-owners.
- f. Transfers made to a spouse or to a direct blood relative.
- g. Transfers between spouses in connection with a dissolution of marriage or similar proceeding.
- h. Transfers by the State Controller pursuant to the Unclaimed Property Law.
- i. Transfers as a result of failure to pay property taxes.
- j. Transfers or exchanges to or from any governmental entity.

TIMING OF DISCLOSURE AND RIGHT TO CANCEL (CIVIL CODE SECTION §1102.3)

The Real Estate Transfer Disclosure Statement shall be delivered to the transferee as follows:

- a. In the case of a sale, as soon as practicable before transfer of the title.
- b. In the case of a transfer by a real property sales contract (installment land sales contract), a lease with an option to purchase, or ground lease coupled with improvements, as soon as practicable before the making or acceptance of an offer.

If any disclosure, or any material amendment of any disclosure, required to be made by this article, is delivered after the execution of an offer to purchase, the transferee shall have three days after delivery in person or five days after delivery by deposit in the mail, to terminate his or her offer by delivery of a written notice of termination to the transferor or the transferor's agent.

SUBSTITUTED DISCLOSURES (CIVIL CODE SECTION §1102.4)

- a. Neither the transferor nor any listing or selling agent shall be liable for any error, inaccuracy, or omission of any information delivered pursuant to this article if the error, inaccuracy, or omission was not within the personal knowledge of the transferor or that listing or selling agent, was based on information timely provided by public agencies or by other persons providing information as specified in subdivision (c) that is required to be disclosed pursuant to this article, and ordinary care was exercised in obtaining and transmitting it.
- b. The delivery of any information required to be disclosed by this article to a prospective transferee by a public agency or other person providing information required to be disclosed pursuant to this article shall be deemed to comply with the requirements of this article and shall relieve the transferor or any listing or selling agent of any further duty under this article with respect to that item of information.
- c. The delivery of a report or an opinion prepared by a licensed engineer, land surveyor, geologist, structural pest control operator, contractor or other expert dealing with matters within the scope of the professional's license or expertise, shall be sufficient compliance for application of the exemption provided by subdivision (a) if the information is provided to the prospective transferee pursuant to a request therefore, whether written or oral. In responding to such a request, an expert may indicate, in writing, an understanding that the information provided will be used in fulfilling the requirements of Section §1102.6 and, if so, shall indicate the required disclosures, or parts thereof, to which the information being furnished is applicable. Where such a statement is furnished, the expert shall not be responsible for any items of information, or parts thereof, other than those expressly set forth in the statement.

OTHER DISCLOSURE REQUIREMENTS

- a. "...Where the seller knows of facts materially affecting the value or desirability of the property which are known or accessible only to him and also knows that such facts are not known to, or within the reach of the diligent attention and observation of the buyer, the seller is under duty to disclose them to the buyer." *Lingsch v. Savage*, 213 Cal. App. 2d 729
- b. Concealment may constitute actionable fraud where the seller knows of facts which materially affect desirability of property and seller knows such facts are unknown to the buyer." *Koch v. Williams*, 193 Cal. App. 2d 537, 541
- c. "Deceit may arise from mere nondisclosure". *Massei v. Lettunich*, 248 Cal. App. 2d 68, 72.
- d. Failure of the seller to fulfill a duty of disclosure may constitute actual fraud. Civil Code §1572(3)
- e. California Civil Code §1709 (Deceit-Damage). "One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers." §1710 (Elements of Actionable Fraud). "A deceit within the meaning of the last section, is either: (1) The suggestion, as a fact, of that which is not true, by one who does not believe it to be true; (2) The assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true; (3) The suppression of a fact, by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or (4) A promise, made without any intention of performing it."
- f. "The maker of a fraudulent misrepresentation (seller) is subject to liability...to another (buyer) who acts in justifiable reliance upon it if the misrepresentation, although not made directly to the other (buyer), is made to a third person and the maker intends or has reason to expect that its terms will be repeated or its substance communicated to the other, and that it will influence his conduct..." Restatement (2d) of Torts, §533 [parenthetical material added].
- g. "The seller may have an affirmative duty to disclose certain significant facts regarding the condition of his property. It's not enough for the seller to say nothing because he is not asked." California Real Estate Sales Transactions, §12.2 p. 463 (Cal. C.E.B. 1967).
- h. "A buyer who has been defrauded by the seller has a choice of either: (a) Using the seller's fraud as a defense when and if the buyer refuses to follow through with his obligation under the contract; or, (b) Using the seller's fraud as a basis for an action for affirmative relief in the form of an action for damages or for rescission of the contract."
- i. Exculpatory Clauses: "It is better for the seller to disclose the specific condition than to attempt to exculpate himself against its nondisclosure. In general, the exculpatory (e.g., "as is") clause provides little, if any, protection." California Real Estate Sales Transactions, §12.2 p.483 (Cal. C.E.B. 1967).

THE ABOVE IS A GENERAL STATEMENT OF SELLER DISCLOSURE OBLIGATIONS. OTHER DISCLOSURES MAY BE REQUIRED

Buyer and Seller acknowledge receipt of a copy of this page, which constitutes Page 4 of 5 Pages

Buyer's Initials () Seller's Initials () ()

1761 SUNNINGDALE RD., #50C

☐ NOT APPLICABLE

[Signature]
Mutual Corporation Director

8.14.25
Date

Date _____

Physical Property

8.14.25
Date

Date _____

Date _____

Buyer's Initials () () Seller's Initials () ()

SMOKE DETECTOR AND WATER HEATER STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b) and §19211

SECTION A: SMOKE DETECTORS

California law requires that every single-family dwelling and factory-built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8.)

1. DWELLINGS BUILT OR REMODELED BEFORE AUGUST 14, 1992: California State Fire Marshal regulations require that all dwelling units built or remodeled before August 14, 1992, have a smoke detector centrally located outside each sleeping area. e.g., a two-story home with bedrooms upstairs and downstairs would need two smoke detectors, one in the hallway outside the bedroom(s) upstairs and one in the hallway outside the bedroom(s) downstairs.) The smoke detectors for these existing dwelling units may be solely battery operated. The smoke detectors must sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.

2. DWELLINGS NEWLY BUILT ON OR AFTER AUGUST 14, 1992:

a. Where to Locate Smoke Detectors: All dwelling units which are newly constructed on or after August 14, 1992 must have a smoke detector centrally located outside each sleeping area and must have a smoke detector located in each bedroom.

b. Split Level Property: In addition, for a split-level property, a smoke detector must be placed on the upper level if there is no bedroom on the lower level. If the split-level property has a bedroom on the lower level, there must be a smoke detector on each level.

c. High Ceilings: In addition, if the ceiling height of a room that is open to a hallway which serves the bedrooms exceeds the height of the hallway by 24 inches or more, smoke detectors must be installed in the hallway and the adjacent room.

d. Type of Smoke Detectors: Smoke detectors must hard-wired with a battery backup. The smoke detectors must emit a signal when the batteries are low and must sound an alarm audible in all sleeping areas of the dwelling unit in which they are located. In addition, the wiring must be permanent and contain no disconnecting switch (other than those required for over-current protection). However, smoke detectors may be solely battery operated when installed in buildings without commercial power.

3. DWELLINGS REMODELED ON OR AFTER AUGUST 14, 1992: If a dwelling has been remodeled, altered or repaired on or after August 14, 1992 in an amount exceeding \$1,000 and for which a permit is required, or if the remodel added a bedroom, regardless of the amount, then the property must meet all the requirements shown in paragraphs 2a, 2b, and 2c, except that the smoke detectors may be battery operated.

SECTION B: WATER HEATER BRACING, ANCHORING, OR STRAPPING

California law requires that all new, replacement and existing water heaters be braced, anchored or strapped to resist failing or horizontal displacement due to earthquake motion. (Health and Safety Code §19211.)

SECTION C: BOTH REQUIREMENTS

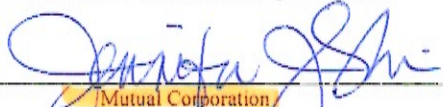
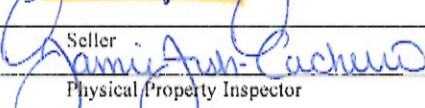
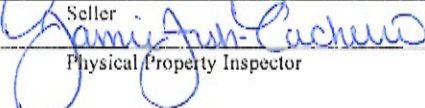
1. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector and/or water heater bracing, anchoring or strapping requirements than California law does. Therefore, it is important to check with local city or county building or safety departments regarding the applicable smoke detector and water heater bracing, anchoring or strapping requirements for your property.

2. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires any transferor of any real property containing a single family dwelling, whether the transfer is made by sale, exchange or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California state law concerning smoke detectors. California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify in writing that the seller is in compliance with California state law.

3. CERTIFICATION: Seller represents that the Property is in compliance, as of the date below, with (check either or both as applicable)

☒ Smoke Detector(s): Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal and installed in accordance with State Fire Marshal's regulations and with applicable local ordinance(s); and/or

☒ Water heater(s): Health and Safety Code §19211, by having all water heaters anchored, braces or strapped in place in accordance with those requirements.

 Mutual Corporation	8.14.25 Date
 Seller	Date 8.14.25
 Physical Property Inspector	Date

The undersigned hereby acknowledges receipt of a copy of this document, including the provisions of Health and Safety Code §13113.8 and 19211 as set forth on the reverse.

Signature of Buyer	Date
Signature of Buyer	Date

CALIFORNIA HEALTH AND SAFETY CODE

Section §13113.8 SMOKE DETECTORS REQUIRED; NOTICE TO BE GIVEN TO TRANSFEREE

- (a) On and after January 1, 1986, every single family dwelling and factory- built housing, as defined in Section §19971, which is sold shall have an operable smoke detector. The detector shall be approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. Unless prohibited by local rules, regulations or ordinances, a battery operated smoke detector shall be deemed to satisfy the requirements of this section.
- (b) On or after January 1, 1986, the transferor of any real property containing a single family dwelling, as described in subdivision(a), whether the transfer is made by sale, exchange or real property sales contract, as defined in Section §2985 of the Civil Code, shall deliver to the transferee a written statement indicating that the transferor is in compliance with this section. The disclosure statement shall be either included in the receipt for deposit in a real estate transaction, an addendum attached thereto, or a separate document.
- (c) The transferor shall deliver the statement referred to in subdivision (b) as soon as practicable before the transfer of title in the case of a sale or exchange, or prior to the execution of the contract where the transfer is by a real property sales contract, as defined in Section §2985.
- (d) This section does not apply to any of the following:
- (1) Transfers which are required to be preceded by the furnishing to a prospective transferee a copy of a public report pursuant to Section §11018.1 of the Business and Professions Code.
 - (2) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in the administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy, transfers by eminent domain or transfers resulting from a decree or specific performance.
 - (3) Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale after default in an obligation secured by a mortgage, or transfers by a sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale.
 - (4) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.
 - (5) Transfers from one co-owner to one or more co-owners.
 - (6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the transferor.
 - (7) Transfers between spouses resulting from a decree of dissolution of marriage, from a decree of legal separation, or from a property settlement agreement incidental to either of those decrees.
 - (8) Transfers by the Controller in the course of administering the Unclaimed Property Law provided for in Chapter 7 (commencing with Section §1500) of Title 10 Part 3 of the Code of Civil Procedure.
 - (9) Transfers under the provisions of chapter 7 (commencing with Section §3691) or Chapter 8 (commencing with Section §3771) of Part 6 of Division 1 of the Revenue and Taxation Code
- (e) No liability shall arise, nor any action be brought or maintained against, any agent of any party to transfer a title, including any person or entity acting in the capacity of an escrow, for any error, inaccuracy, or omission relating to the disclosure required to be made by a transferor pursuant to this section. However, this subdivision does not apply to a licensee, as defined in Section §10011 of the Business and Professions Code, where the licensee participates in the making of the disclosure required to be made pursuant to this section with actual knowledge of the falsity of the disclosure.
- (f) Except as otherwise provided in this section, this section shall not be deemed to create or imply a duty upon a licensee, as defined on Section §10011 of the Business and Professions Code, or upon any agent of any party to transfer a title, including any person or entity acting in the capacity of an escrow, to monitor or ensure compliance with this section.
- (g) No transfer of title shall be invalidated on the basis of a failure to comply with this section and the exclusive remedy for the failure to comply with this section is an award of actual damages not to exceed one hundred dollars (\$100), exclusive of any court costs and attorney's fees.
- (h) Local ordinances requiring smoke detectors in single-family dwellings may be enacted or amended. However, the ordinances shall satisfy the minimum requirements of this section.
- (i) For the purposes of this section, "single-family dwelling" does not include a manufactured home as defined in Section §18007, a mobile home as defined in Section §18008, or a commercial coach as defined in Section §18001.8.
- (j) This section shall not apply to the installation of smoke detectors in dwellings intended for human occupancy, as defined in and regulated by section §13113.7 of the Health and Safety Code, as added by Senate Bill No. 1448 in the 1983-84 Regular Session.

SECTION §19211. WATER HEATER BRACING, ANCHORING, OR STRAPPING.

- (a) Notwithstanding Section §19100, all new and replacement water heaters sold in California on or after July 1, 1991, and all existing water heaters shall be braced, anchored, or strapped to resist failing or horizontal displacement due to earthquake motion.
- (b) The seller of any real property containing a water heater subject to this section shall certify to the prospective purchaser that this section has been complied with, in accordance with any applicable local code requirements. This certification shall be made in writing, and may be included in existing documents, including, but not limited to, the Homeowner's Guide to Earthquake Safety, published pursuant to Section §10149 of the Business and Professions Code, a real estate sales contract or receipt for deposit, or a transfer disclosure statement pursuant to Section §1102.6 or §1102.6a of the Civil Code.
- (c) Notwithstanding Section §669 of the Evidence Code, the failure of any person to comply with this section shall not create a presumption of a failure by that person to exercise due care.

NATURAL HAZARD DISCLOSURE STATEMENT

Property Address 1761 SUNNINGDALE RD., #50C
Seller Name(s) SMONGESKY

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

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND HIS OR HER AGENT(S) BASED ON THEIR KNOWLEDGE AND MAPS DRAWN BY THE STATE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S): (Check the answer which applies)

A SPECIAL FLOOD HAZARD AREA(Zone "A") designated by the Federal Emergency Management Agency

☐ Yes ☒ No ☐ (a) Do not know (b) information not available from local jurisdiction
(Only check if both (a) and (b) apply.)

AN AREA OF POTENTIAL FLOODING shown on an inundation map pursuant to section §8589.5 of the Government Code

☒ Yes ☐ No ☐ (a) Do not know (b) information not available from local jurisdiction
(Only check if both (a) and (b) apply.)

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to section §51179 of the Government Code. The owner of this property is subject to the maintenance requirements of section §51182 of the Government Code.

☐ Yes ☒ No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section §4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section §4291 of the Public Resources Code. Additionally, it is not the states responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section of the Public Resources Code.

☐ Yes ☒ No

AN EARTHQUAKE FAULT ZONE pursuant to Section §2622 of the Public Resources Code.

☐ Yes ☒ No

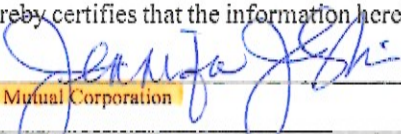
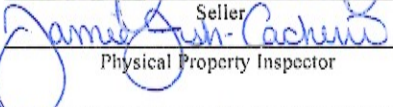
A SEISMIC HAZARD ZONE pursuant to Section §2696 of the Public Resources Code

☐ Yes (landslide zone) ☒ Yes (liquefaction zone) ☐ No ☐ Map not yet released by State

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS.

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

 Mutual Corporation	8.14.25 Date
 Seller Physical Property Inspector	8.14.25 Date

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

Signature of Agent	Date
--------------------	------

Buyer Certifies that he or she has read and understands this document

Signature of Buyer	Date
--------------------	------

Residential Earthquake Hazards Report
(sec the following page for applicable government codes.)

SMONGESKY	Assessor's Parcel No.
1761 SUNNINGDALE RD., #50C	Year Built
City and County SEAL BEACH, CA	Zip Code 90740

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

	Yes	No	Doesn't apply	Don't know
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	☒	☐	☐	☐
2. Is the house anchored or bolted to the foundation?	☒	☐	☐	☐
3. If the house has cripple walls:				
• Are the exterior cripple walled braced?	☐	☐	☒	☐
• Are the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☒	☐
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☒	☐
5. If the house is built on a hillside:				
• Are the exterior tall foundation walls braced?	☐	☐	☒	☐
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☒	☐	☐
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	☒	☐	☐	☐
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	☐	☒	☐	☐

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

As seller of the property described herein; I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.
EXECUTED BY

(Seller)	(Seller)	(Date)
----------	----------	--------

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

(Buyer)	(Buyer)	(Date)
---------	---------	--------

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

Keep you copy of this form for future reference

The following list is a quick summary of the major laws governing seismic safety for residences in California along with code sections for looking up details. Full wording of all California codes is available at the following internet address: <http://library.ca.gov/gov/official.html#laws> (Internet access is available at most local libraries).

Publishing this guide-The seismic Safety Commission is required to develop, adopt, update, and publish The Homeowner's Guide to Earthquake Safety containing information on geologic and seismic hazards, explanations of structural and nonstructural earthquake hazards, and recommendations for mitigating these hazards (Business and Professions Code, Section 10149).

Delivering this guide-Sellers of homes built before 1960 must deliver to the buyer, "as soon as practicable before the transfer, "a copy of The Homeowner's Guide to Earthquake Safety (this booklet) and disclose certain earthquake deficiencies(Government Code, Title 2, Division 1, Chapter 13.8). The seller's real estate agent is to provide the seller with a copy of the booklet to give to the buyer (Government Code, Section 8897.5).

Water heater bracing-All water heaters are required to be anchored or strapped to resist the falling during an earthquake. A seller must certify to prospective buyer that a home's water heater is braced (Health and Safety Code, Section 19211).

Disclosing weaknesses-Sellers of real property must disclose known defects and deficiencies in the property-including earthquake weaknesses and hazards-to prospective purchasers (*Civil Code*, Section 1102 et seq.).

Earthquake faults-The Alquist-Priolo Earthquake Fault Zoning Act prohibits building for human occupancy astride active faults. Sellers of existing residences must disclose to potential buyers that the property is located in a designated fault zone (Public Resources Code, Section 2621 et seq.).

Landslide and liquefaction- The Seismic Hazards Mapping Act requires the state to prepare maps of the zones in California most susceptible to landsliding and liquefaction hazards during earthquakes. Sellers must disclose to buyers whether the property is in such a zone after the map for that area has been issued officially (Public Resources Code, Section 2690 et seq.).

Tax exclusion-Until July of the year 2000, California law allows homeowners to strengthen their homes with approved seismic strengthening and to be excluded from reappraisal techniques and to be Excluded from reappraisal requirements that usually raise the property value and the tax owed (Revenue and Tax Code, Section 74.5).

ALL PROSPECTIVE BUYERS

FROM: SEAL BEACH MUTUAL BOARD OF DIRECTORS
SEAL BEACH MUTUAL NO 1,2,3,4,5,6,7,8,9,10,11,12,14,15,16,17
DATE: MARCH 10, 1999
SUBJECT: NOTIFICATION REGARDING ASBESTOS CONTAINING MATERIALS (ACM)
(NOT APPLICABLE TO MUTUAL 2 BUILDING 29)

This is to inform you that asbestos containing construction materials (ACM) are present in the building you may occupy. The presence of asbestos materials in the building is not unusual. Because of the excellent fire retardant and acoustical insulation qualities, asbestos was commonly used in buildings constructed prior to 1980. These asbestos materials have been located in sprayed-on ceilings, 9"x9" and 12"x12" vinyl floor tiles, stove flue wrapping materials, drywall mud, stucco and roofing materials.

The presence of asbestos materials in the foregoing locations has been confirmed by a comprehensive survey conducted by licensed professionals. The survey included a detailed building inspection, sampling of suspected asbestos-containing construction materials and analysis of the samples collected.

Samples were collected using standard procedures designed to minimize asbestos damage and fiber release. Materials sampled were first wetted and then sealed to cover the sampled area. Samples were analyzed using polarized light microscopy (PLM), the approved method of bulk sample analysis for asbestos. The survey, laboratory results and detailed information on sampling and laboratory procedures followed are available for review at the Physical Property Office.

The mere presence of asbestos-containing materials does not necessarily present a health hazard. Hazards exist when asbestos materials are damaged and fibers are released into the air. Exposure to airborne asbestos fibers can cause lung disease, cancer and other serious illnesses. To prevent damage to asbestos-containing materials, the following precautions must be taken by all building users, occupants and contractors:

- Do not dust, brush or vacuum the ceiling
- Do not paint the ceiling
- Do not drill holes into the ceiling
- Do not hang plants or signs from the ceiling
- Do not install dividers, drapes or curtains in such a way that they can damage the ceiling
- Do not drill holes or make any penetrations in the ceiling

Further information on procedures and handling restrictions necessary to minimize the disturbance, release and exposure to asbestos in the building may be obtained at the Physical Property Office.

California law requires every owner of a commercial or industrial building to provide written notice concerning the presence of asbestos-containing construction materials in the building to its tenants, employees and contractors working in the building. Tenants, in turn, must provide the notice to their subtenants, employees and contractors working in the building. You may wish to send a copy of this notice to each of these persons. If you have any questions regarding this notice, you may contact, GRF Physical Property Department, at (562) 431-6586, extension 353

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

ADDENDUM TO PRE-LISTING (Mutual 14)

Addendum to Real Estate Transfer Disclosure Statement – Regarding Mutual Fourteen

The Seller(s) is (are) required to provide a one year home warranty that will include coverage for all Non-Standard appliances in unit number 50C

Evidence of the purchase of this policy will be provided to the Buyer(s) at the appropriate signing of all documentation through escrow

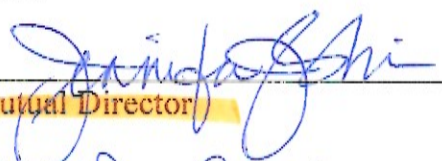
Per Policy No. 7505.14

Seller

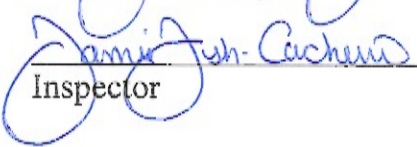
Date

Seller

Date


Mutual Director

8.14.25
Date


Inspector

8.14.25
Date

Buyer

Date

Buyer

Date

Addendum to Occupancy Agreement

Seal Beach Mutual Fourteen

Encroachment onto Common Areas for Exclusive Private Use

Application for an Established Patio / Encroachment

The Shareholder(s) of that certain apartment unit, 50C, Seal Beach, California, 90740, entered into an Occupancy Agreement on _____, by and between:

Seal Beach Mutual No. Fourteen

hereinafter referred to as the ("Corporation") and:

_____ hereinafter referred to as ("Member/s")

In accordance to Policy 7415.14 this document represents a required "License and Indemnity Agreement", "Addendum to Occupancy Agreement" setting forth the permission extended by the Mutual Corporation to the requesting Mutual Fourteen Member/s acceptance of an already established remodel to their unit which includes a patio encroachment into common area, and all of the terms and conditions as set forth below.

Terms of Agreement:

_____ Members accept full liability for apartment 50C patio, which includes a _____ square foot patio on the _____ side of the unit.

Members agree that they will accept the full liability for upkeep and maintenance, as well as insurance covering the area of the permitted encroachment and further, that the encroachment must be removed at the expense of the shareholder who is selling or otherwise conveying the share unless the subsequent shareholder agrees to execute a new "Addendum to Occupancy Agreement" assuming all the terms as set forth in the Mutual Fourteen Patio Policy number 7415.14.

Execution of Addendum to Occupancy Agreement

I, (We) _____ (Members) hereby agree to the terms and conditions of the attached Mutual Fourteen Patio Policy and the Addendum to Occupancy Agreement, in its entirety, as evidenced by our signature/s below:

I, (We) _____ (Members) agree and acknowledge that nothing contained herein or omitted here from shall be deemed to be an admission, limitation, or waiver of any of the Mutual's rights, remedies and defenses, either at law or in equity, all of which rights, remedies and defenses are hereby expressly reserved.

This Addendum to Occupancy Agreement is entered into on the _____ of _____, 20_____, by and between Seal Beach Mutual No. Fourteen and Members:

Member Signature _____ Date: _____

Member Signature _____ Date: _____

Approval:

Mutual President: _____ Date: _____

Original to Stock Transfer Corporate File

cc: Physical Property Office

Mutual President