



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE SECTION 1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Clemente, COUNTY OF Orange, STATE OF CALIFORNIA, DESCRIBED AS 2415 Camino Corso Rio Unit 42.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 11/30/2021. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

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

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

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

☒ No substituted disclosures for this transfer.

**II. SELLER'S INFORMATION**

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

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

Seller ☒ **is** ☐ **is not** occupying the property.

**A. The subject property has the items checked below:\***

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

Exhaust Fan(s) in None 220 Volt Wiring in Laundry room Fireplace(s) in living room  
☐ Gas Starter None ☒ Roof(s): Type: Don't Know Age: Don't know (approx.)  
☐ Other: \_\_\_\_\_

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

(\*see note on page 2)



Property Address: 2415 Camino Corso Rio Unit 42, San Clemente, CA 92673 Date: 11/30/2021

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

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

(Describe: \_\_\_\_\_)

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

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. 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, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ..... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ..... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property ..... ☒ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 of the Civil Code threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 of the Civil Code threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 of the Civil Code threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 of the Civil Code 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.): C. 2: Shared fencing maintained by HOA and shared front landscaping areas also maintained by HOA. Side of house is shared on one side of property and it is also maintained by HOA.

C. 12: HOA has CC&R's

C. 13: Marblehead HOA and New Providence HOA

- 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.

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

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



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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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Property Address: 2415 Camino Corso Rio Unit 42, San Clemente, CA 92673 Date: 11/30/2021

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

Seller \_\_\_\_\_ Stacy Green Date \_\_\_\_\_

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

### III. AGENT'S INSPECTION DISCLOSURE

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

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

☐ See attached Agent Visual Inspection Disclosure (AVID Form)

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: \_\_\_\_\_

\_\_\_\_\_

Agent (Broker Representing Seller) IrvineX By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

Brittany Leighton

### IV. AGENT'S INSPECTION DISCLOSURE

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

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

☐ See attached Agent Visual Inspection Disclosure (AVID Form)

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Seller Stacy Green Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) IrvineX By Brittany Leighton Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

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## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

Seller makes the following disclosures with regard to the real property or manufactured home described as \_\_\_\_\_  
2415 Camino Corso Rio Unit 42, Assessor's Parcel No. 93326126, situated  
in San Clemente, County of Orange California ("Property").

- 1. Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
- 2. Note to Seller:** PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
  - Answer based on actual knowledge and recollection at this time.
  - Something that you do not consider material or significant may be perceived differently by a Buyer.
  - Think about what you would want to know if you were buying the Property today.
  - Read the questions carefully and take your time.
  - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
- 3. Note to Buyer:** PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
  - Something that may be material or significant to you may not be perceived the same way by the Seller.
  - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
  - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
  - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
- 4. SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section 18.
- 5. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...**

A. Within the last 3 years, the death of an occupant of the Property upon the Property .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. The release of an illegal controlled substance on or beneath the Property .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Whether the Property is located in or adjacent to an "industrial use" zone .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)	
E. Whether the Property is affected by a nuisance created by an "industrial use" zone .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location ....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)	
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H. Insurance claims affecting the Property within the past 5 years .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I. Matters affecting title of the Property .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 .....	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Explanation, or ☐ (if checked) see attached; 5. G: Condominium with HOA

5. H: Insurance claim for pipe leak in 2020

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

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



**6. REPAIRS AND ALTERATIONS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☒ Yes ☐ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☐ Yes ☒ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ..... ☒ Yes ☐ No
- E. Whether the Property was built before 1978 ..... ☐ Yes ☒ No
- (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed ..... ☐ Yes ☐ No
- (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ..... ☐ Yes ☐ No

Explanation: See Text Overflow Addendum paragraph 1

**7. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☐ Yes ☒ No
- B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No
- C. An alternative septic system on or serving the Property ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**8. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**9. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

- A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☐ Yes ☒ No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... ☐ Yes ☒ No
- C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**10. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Pets on or in the Property ..... ☒ Yes ☐ No
- B. Problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☒ No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ..... ☐ Yes ☒ No
- If so, when and by whom

Explanation: 10. A: 2 dogs

**11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No
- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☒ No

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

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



C. Use of any neighboring property by you ..... ☐ Yes ☒ No  
 Explanation: \_\_\_\_\_

**12. LANDSCAPING, POOL AND SPA:**

**ARE YOU (SELLER) AWARE OF...**

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☒ No  
 B. Operational sprinklers on the Property ..... ☒ Yes ☐ No  
 (a) If yes, are they ☒ automatic or ☐ manually operated.  
 (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ..... ☐ Yes ☒ No  
 C. A pool heater on the Property ..... ☐ Yes ☒ No  
 If yes, is it operational? ..... ☐ Yes ☐ No  
 D. A spa heater on the Property ..... ☐ Yes ☒ No  
 If yes, is it operational? ..... ☐ Yes ☐ No  
 E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**13. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)**

**ARE YOU (SELLER) AWARE OF...**

- A. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ..... ☐ Yes ☒ No  
 B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☒ No  
 C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**14. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Any other person or entity on title other than Seller(s) signing this form ..... ☐ Yes ☒ No  
 B. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No  
 C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... ☐ Yes ☒ No  
 D. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. .... ☐ Yes ☒ No  
 E. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ..... ☐ Yes ☒ No  
 F. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**15. NEIGHBORHOOD:**

**ARE YOU (SELLER) AWARE OF...**

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**16. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

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

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



Property Address: 2415 Camino Corso Rio Unit 42, San Clemente, CA 92673

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ..... ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☒ No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☒ No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☒ No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed. .... ☐ Yes ☒ No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property. .... ☐ Yes ☒ No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☒ No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. OTHER:**

**ARE YOU (SELLER) AWARE OF....**

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to Seller ..... ☐ Yes ☒ No  
(If yes, provide any such documents in your possession to Buyer.)
- B. Any occupant of the Property smoking any substance on or in the Property ..... ☐ Yes ☒ No
- C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_  
\_\_\_\_\_

18. ☐ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

**Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.**

Seller \_\_\_\_\_ Stacy Green Date \_\_\_\_\_

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

**By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.**

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

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

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This addendum is given in connection with the property known as 2415 Camino Corso Rio Unit 42, San Clemente, CA 92673  
\_\_\_\_\_(“Property”),  
in which \_\_\_\_\_ is referred to as (“Buyer”)  
and Stacy Green is referred to as (“Seller”).

[SPQ] Seller Property Questionnaire

1) 6. Repairs and Alterations – Explanation:

6. A: New plumbing, all new flooring (except 2 bathrooms upstairs), new baseboard, new kitchen countertops, new kitchen backsplash, new microwave drawer, new kitchen cabinets, new vent hood built into cabinet, new door frames in kitchen/laundry, new bathroom vanity in downstairs bathroom, The work was done by Diamond Plumbing and Laguna Kitchen and Bath  
6. D: Interior paint for walls, baseboard, staircase and door frames replaced (May 2021 laguna kitchen and bath)

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller Stacy Green Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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





**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)**  
(Use a separate form for each Transferor)  
(C.A.R. Form AS, Revised 6/19)

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

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

**2. SELLER'S INFORMATION:**

**A. PROPERTY ADDRESS** (property being transferred): 2415 Camino Corso Rio Unit 42, San Clemente, CA 92673 ("Property")

**B. TRANSFEROR'S NAME:** Stacy Green ("Transferor")

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

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

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

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

**3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:**

**A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA**

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

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 4. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 4 to Buyer.

**B.** ☐ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 4 below and provide a completed form to Buyer.

**4. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 4 BELOW TO BUYER UNLESS 3B IS CHECKED)**

**A.** Social Security No., or Federal Employer Identification No. (TIN) \_\_\_\_\_

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

**C.** Telephone Number \_\_\_\_\_

**5. CALIFORNIA WITHHOLDING:** Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

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

By \_\_\_\_\_ Date \_\_\_\_\_  
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Stacy Green

Typed or printed name

\_\_\_\_\_  
Title (If signed on behalf of Entity Transferor)

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

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

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

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



For further information on federal guidelines, see C.A.R. Legal Q & A "Federal Withholding: The Foreign Investment in Real Property Tax Act," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "California Nonresident Withholding," and/or California FTB Pub. 1016.

## FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

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

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

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

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

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

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



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