COMPASS

CALIFORNIA ASSOCIATION OF REALTORS®

# MANUFACTURED OR MOBILE HOME PURCHASE ADDENDUM

**(C.A.R. Form MH-PA, Revised 6/24)**

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other: _____("Agreement"), dated _____, on property known as 449 W Tefft St #13, Nipomo, CA 93444 ("Property"), in which Tenley Gonzalez is referred to as ("Seller") and _____ is referred to as ("Buyer"). This addendum is to be used for the purchase of any manufactured home or mobile home ("Manufactured Home"). Buyer and Seller are referred to as the "Parties."

**1. TYPE OF MANUFACTURED HOME:** (Check the applicable box below: paragraphs A1, A2 or B.)(Check ONLY one box.)

**A. PERSONAL PROPERTY MANUFACTURED HOME:**

(1) ☒ **A Manufactured Home On Leased Or Rented Land** (complete paragraph 2).

Space Number 13 Park Name Buena Vista

Park Address 449 W Tefft City Nipomo County San Luis Obispo, CA Zip 93444

OR (2) ☐ **A Manufactured Home To Be Sold with Real Property** (complete paragraph 2).

Real Property Situated in City _____ County _____, CA Zip _____

Assessor's Parcel No. _____

**PURCHASE PRICE ALLOCATED AS FOLLOWS:**

Manufactured Home $ _____

Real Property $ _____

**OR B. ☐ A REAL PROPERTY MANUFACTURED HOME** situated in (also complete applicable parts of paragraph 2):

City _____ County _____, CA Zip _____ Assessor's Parcel No. _____

A real property manufactured home is one that meets the following requirements:

**(i)** A building permit is obtained from local authorities pursuant to Health and Safety Code § 18551; **(ii)** the manufactured home is affixed to a foundation pursuant to Health and Safety Code § 18551; **(iii)** a certificate of occupancy is issued by local authorities; and **(iv)** there is recordation with the local authorities of a form pursuant to Health and Safety Code § 18551.

**2. ADDITIONAL DESCRIPTION:**

Manufacturer's Name Golden West Model _____ Date Of Manufacture 2/17/ 2014

Date Of First Sale _____

Property is: ☐ On Local Property Tax Roll or ☐ Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless **(i)** Property has been converted to real property and title and registration surrendered to HCD or **(ii)** otherwise specified in writing.

Approximate Width 18 Approximate Length 48 (Without Hitch) Expando Size _____

HCD/HUD License/Decal Number: LBM1430

SERIAL NUMBERS: 1. _____ 2. _____ 3. _____

HCD/HUD Label/Insignia: 1. PER036511CAA 2. PER036511CAB 3. _____

**3. ADDITIONAL SELLER FINANCING TERMS:** The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: **(i)** a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/Landlord/Homeowners' Association (HOA) and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; **(ii)** a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and **(iii)** a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

**4. ASSUMPTION:** IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

**5. CAUTION: Obligations secured by mixed collateral (i.e; both personal and real property) are subject to complex rules and court decisions under the Civil Code, Commercial Code, and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of such obligations.**

**6. ADDITIONAL ALLOCATION OF COSTS** (if both is checked, costs to be split equally unless Otherwise Agreed):

**A.** HCD fees for providing registration and title documents: Paid by ☒ Buyer ☐ Seller ☐ Both _____

**B.** Use Tax charged at the point of sale: Paid by ☒ Buyer ☐ Seller ☐ Both _____

**7. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:** Within the time specified for Delivery of Documents in the Agreement to which this Addendum is attached, Seller shall Deliver to Buyer, in writing, the following disclosure documentation and information:

**A. REAL PROPERTY MANUFACTURED HOME:** Manufactured homes, even when converted to real property, must comply with HCD permit and approval requirements for alterations and repairs. If known to Seller, Seller shall disclose any alterations or repairs done without HCD permits or approvals.

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**B. ADDITIONAL REAL PROPERTY DISCLOSURES:** If the Property is or includes real property, Seller shall disclose to Buyer the existence of any of the following items of which Seller has actual knowledge: **(i)** whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295); **(ii)** whether the Property is in, or adjacent to, and area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6); **(iii)** the presence of endangered, threatened, "candidate" species or wetlands on the Property; **(iv)** any features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property; and **(v)** any abandoned mining operations on the Property.

**C. SMOKE DETECTOR:** Available manufacturer's information describing the operation, method and frequency of testing and property maintenance of any smoke alarm.

**D. MANUFACTURED HOME AND MOBILE HOME TRANSFER DISCLOSURE STATEMENT:** As applicable, all references to the Real Estate Transfer Disclosure Statement (TDS) in the Agreement to which this Addendum is attached, shall be read as, and shall mean, the Manufactured Home and Mobile Home: Transfer Disclosure Statement (MHTDS).

**8. RESIDENCY APPLICATION AND PARK RULES FOR PROPERTY LOCATED ON LEASED OR RENTED LAND:**

**A.** Buyer's approval of the lease or rental agreement is a contingency of the Agreement. Within the time specified in the Agreement for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park rules and regulation, whichever occurs last, Buyer shall Deliver to Seller Buyer's written approval of Park rules and regulations.

**B.** Buyer shall, within **5 (or _____) Days** after Acceptance, submit a completed residency application, and other required information, to Park/Landlord/HOA.

**C.** Buyer obtaining residency approval is a contingency of the Agreement in favor of Buyer. Such approval shall be obtained **5 (or _____) Days** prior to Close Of Escrow. If approval is not obtained prior to this time, Buyer may cancel the Agreement. If Buyer removes this contingency without first having obtained park approval, and the park rejects the Buyer's residency application, Buyer understands that Buyer may be contractually obligated to complete the purchase even though Buyer may be required to remove the home from the park.

**9. PARK CONDITIONS FOR CLOSING:** If completion of repairs or improvements are required by the Park pursuant to Civil Code § 798.73.5 as a condition for closing and approval of the sale to Buyer, then further written agreement between Buyer and Seller regarding the payment of the costs of such repairs or improvements is required. If agreement is not reached within the time for removal of the Investigation of Property contingency or **5 Days** after Delivery of the Park conditions for closing, whichever occurs later, then either Party may cancel this Agreement.

**10. SELLER ASSIGNMENT OR SUBLET:** Seller is not assigning or subletting the space the manufactured home occupies in its present location.

**11. CAUTION; OCCUPANCY AND CONDITION OF PROPERTY:**

**A.** Notwithstanding that the Agreement to which this Addendum is attached may provide that the Property is sold "AS IS", Buyer and Seller acknowledge that: **(i)** Sellers not using a licensed real estate agent or a licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974; and **(ii)** the licensed real estate agent or manufactured home dealer, if any, must conduct a reasonably competent and diligent visual inspection of the home and disclose material facts that such an investigation would reveal.

**B. OCCUPYING A USED MANUFACTURED HOME OR MOBILEHOME:** Even though a manufactured home or mobilehome may be sold in its present physical condition, the Mobilehome Parks Act (Health and Safety Code §§ 18200 through 18700) prohibits the occupancy of a manufactured home or mobilehome wherever located not meeting certain standards. Those standards are set forth in Health and Safety Code § 18550 as follows:
"It is unlawful for any person to use or cause, or permit to be used for occupancy, any of the following manufactured homes or mobilehomes wherever the manufactured homes or mobilehomes are located...:
(1) Any manufactured home or mobilehome, supplied with fuel, gas, water, electricity, or sewage connections unless the connections and installations conform to regulations of the department.
(2) Any manufactured home or mobilehome that is permanently attached with underpinning or foundation to the ground, except for a manufactured home or mobilehome bearing a department insignia or federal label, that is installed in accordance with this part.
(3) Any manufactured home or mobilehome that does not conform to the registration requirements of the department.
(4) Any manufactured home, mobilehome in an unsafe or unsanitary condition.
(5) Any manufactured home, mobilehome that is structurally unsound and does not protect it occupants against the elements."

**C. BROKER RECOMMENDATION: Broker recommends Buyer obtain an inspection to determine if the Property is in compliance with the above requirements. Broker does not have expertise in this area.**

**By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Manufactured or Mobile Home Purchase Addendum.**

Buyer _____ Date _____

Buyer _____ Date _____

Seller *Tenley Gonzalez* Date _____

Seller _____ Date _____

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COMPASS

CALIFORNIA ASSOCIATION OF REALTORS®

# CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

**(C.A.R. FORM RPA, Revised 6/25)**

Date Prepared:_____

1. **OFFER:**
   - **A. THIS IS AN OFFER FROM** _____ ("Buyer").
   - **B. THE PROPERTY** to be acquired is _____ *449 W Tefft St #13* _____, situated in _____ *Nipomo* _____ (City), _____ *San Luis Obispo* _____ (County), California, _____ *93444* _____ (Zip Code), Assessor's Parcel No(s). _____ *910-005-844* _____ ("Property").
     **(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)**
   - **C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   - **D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   - **A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   - **B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
     **Seller's Brokerage Firm** _____ *Compass* _____ License Number _____ *01991628* _____
     Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
     Seller's Agent _____ *Richard Gonzalez* _____ License Number _____ *01429838* _____
     Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
     **Buyer's Brokerage Firm** _____ License Number _____
     Is the broker of (check one): ☐ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
     **Buyer's Agent** _____ License Number _____
     Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   - **C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   - **D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☑ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

| | Para # | Paragraph Title or Contract Term | Terms and Conditions | Additional Terms |
|---|---|---|---|---|
| **A** | 5, 5B (cash) | **Purchase Price** | $ _____ *225,000.00* _____ | ☐ All Cash |
| **B** | | **Close Of Escrow (COE)** | *30* Days after Acceptance OR on _____ (date) | |
| **C** | 33A | **Expiration of Offer** | 3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or _____ ☐ AM/☐ PM | |
| **D(1)** | 5A(1) | **Initial Deposit Amount** | $ *5,000.00* ( *2.22* % of purchase price) (% number above is for calculation purposes and is not a contractual term) | within 3 (or _____) business days after Acceptance by wire transfer **OR** ☐ _____ |
| **D(2)** | 5A(2) | ☐ **Increased Deposit** | See attached Increased Deposit Addendum (C.A.R. Form IDA) | |
| **E(1)** | 5C(1) | **Loan Amount(s):** First Interest Rate<br>Points<br>If FHA or VA checked, Deliver list of lender required repairs | $ _____ ( *0.00* % of purchase price)<br>Fixed rate or ☐ Initial adjustable rate<br>• not to exceed _____%<br>• Buyer to pay up to _____ points to obtain the rate above<br>17 (or _____) Days after Acceptance | Conventional or, if checked,<br>☐ FHA (Forms FVAC/HID attached)<br>☐ VA (Form FVAC attached)<br>☐ Seller Financing<br>☐ Other: _____ |
| **E(2)** | 5C(2) | Additional Financed Amount<br>Interest Rate<br>Points | $ _____ ( *0.00* % of purchase price)<br>Fixed rate or ☐ Initial adjustable rate<br>• not to exceed _____%<br>• Buyer to pay up to _____ points to obtain the rate above | Conventional or, if checked,<br>☐ Seller Financing<br>☐ Other:<br>_____ |
| **E(3)** | 7A | **Occupancy Type** | Primary, or if checked, ☐ Secondary ☐ Investment | |
| **F** | 5D | **Balance of Down Payment** | $ _____ *220,000.00* _____ | |
| | | **PURCHASE PRICE TOTAL** | $ _____ *225,000.00* _____ | |

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| | | | | |
|---|---|---|---|---|
| **G** | **SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS** | | | |
| **G(1)** | 5E | ☐ **Seller Credit to Buyer** | $ _____ | For closing costs |
| **G(2)** | | **ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation):** _____ | | |
| **G(3)** | 18A | ☐ **Seller Payment to Compensate Buyer's Broker** | **Seller agrees to pay Buyer's Broker**, out of the transaction proceeds, ____% of the final purchase price AND, if applicable $ _____ OR, if checked ☐ $ _____. | |
| **H(1)** | 5B | **Verification of All Cash** (sufficient funds) | Attached to the offer or ☐ 3 (or _____) Days after Acceptance | |
| **H(2)** | 6A | **Verification of Down Payment and Closing Costs** | Attached to the offer or ☐ 3 (or _____) Days after Acceptance | |
| **H(3)** | 6B | **Verification of Loan Application** | Attached to the offer or ☐ 3 (or _____) Days after Acceptance | ☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval |
| **I** | **Intentionally Left Blank** | | | |
| **J** | 16 | **Final Verification of Condition** | 5 (or _____) Days prior to COE | |
| **K** | 23 | **Assignment Request** | 17 (or _____) Days after Acceptance | |
| **L** | | **CONTINGENCIES** | **TIME TO REMOVE CONTINGENCIES** | **CONTINGENCY REMOVED** |
| **L(1)** | 8A | **Loan(s)** | 17 (or *14*) Days after Acceptance | ☐ No loan contingency |
| **L(2)** | 8B | **Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____ | 17 (or *14*) Days after Acceptance | ☐ No appraisal contingency<br>Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. |
| **L(3)** | 8C, 12 | **Investigation of Property** | 17 (or *10*) Days after Acceptance | REMOVAL OR WAIVER OF CONTINGENCY:<br>Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See **paragraph 8I**.<br>☐ **CR-B attached** |
| | | **Informational Access to Property**<br>Buyer's right to access the Property for informational purposes is **NOT** a contingency, does **NOT** create cancellation rights, and applies even if contingencies are removed. | 17 (or *10*) Days after Acceptance | |
| **L(4)** | 8D | **Insurance** | 17 (or *14*) Days after Acceptance | |
| **L(5)** | 8E, 14A | **Review of Seller Documents** | 17 (or *10*) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| **L(6)** | 8F, 13A | **Preliminary ("Title") Report** | 17 (or *10*) Days after Acceptance or 5 Days after Delivery, whichever is later | |
| **L(7)** | 8G, 11L | **Common Interest Disclosures** Per Civil Code § 4525 or Agreement | 17 (or *10*) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| **L(8)** | 8H, 9B(6) | **Review of leased or liened items** (E.g. solar panels or propane tanks) | 17 (or *10*) Days after Acceptance, or 5 Days after Delivery, whichever is later | |
| **L(9)** | 8K | **Sale of Buyer's Property**. Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached** | | |
| **M** | | **Possession** | **Time for Performance** | **Additional Terms** |
| **M(1)** | | **Time of Possession** | Upon notice of recordation, OR ☐ 6 PM or ☐ _____ ☐ AM/☐ PM on date specified, as applicable, in 3M(2) or attached TOPA. | |
| **M(2)** | 7D | **Seller Occupied or Vacant units** | COE date or, if checked below,<br>☐ _____ days after COE (29 or fewer days)<br>☐ _____ days after COE (30 or more days) | C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days. |
| **M(3)** | 4A, 7A | **Occupied units by tenants or anyone other than the Seller** | ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached | See **7A** if TOPA is not attached. |
| **N** | | **Documents/Fees/Compliance** | **Time for Performance** | |
| **N(1)** | 14A | Seller Delivery of Documents | 7 (or _____) Days after Acceptance | |
| **N(2)** | 19B | Sign and return Escrow Holder Provisions and Instructions | 5 (or _____) Days after Delivery | |
| **N(3)** | 11L(2) | Time to pay fees for ordering HOA Documents | 3 (or _____) Days after Acceptance | |
| **N(4)** | 10B(1) | Install smoke alarm(s), CO detector(s), water heater bracing | 7 (or _____) Days after Acceptance | |
| **N(5)** | 32 | Evidence of representative authority | 3 Days after Acceptance | |
| **O** | **Intentionally Left Blank** | | | |

Property Address: 449 W Tefft St #13, Nipomo, CA 93444 Date:

| P | Items Included and Excluded | | | |
|---|---|---|---|---|
| P(1) | 9 | **Items Included - All items specified in Paragraph 9B are included and the following, if checked:** | | |
| | | ☒ Stove(s), oven(s), stove/oven combo(s);<br>☒ Refrigerator(s);<br>☐ Wine Refrigerator(s);<br>☒ Washer(s);<br>☒ Dryer(s);<br>☒ Dishwasher(s);<br>☐ Microwave(s);<br>**Additional Items Included:**<br>☐ _____. | ☐ Video doorbell(s);<br>☐ Security camera equipment;<br>☐ Security system(s)/alarm(s), other than separate video doorbell and camera equipment;<br>☐ Smart home control devices;<br>☐ Wall mounted brackets for video or audio equipment;<br>☐ _____.<br>☐ _____. | ☐ Above-ground pool(s) /☐ spa(s);<br>☑ Bathroom mirrors, unless excluded below;<br>☐ Electric car charging systems and stations;<br>☐ Potted trees/shrubs;<br>☐ _____.<br>☐ _____. |
| P(2) | | **Excluded Items:**<br>☐ _____; | ☐ _____; | ☐ _____; |

| Q | Allocation of Costs | | | |
|---|---|---|---|---|
| | **Para #** | **Item Description** | **Who Pays** (if Both is checked, cost to be split equally unless Otherwise Agreed) | **Additional Terms** |
| Q(1) | 10A, 11A | Natural Hazard Zone Disclosure Report, including tax information | ☐ Buyer ☒ Seller ☐ Both _____<br>☒ Provided by: _____ *Disclosure Source* | ☐ Environmental<br>☐ Other _____ |
| Q(2) | | Optional Wildfire Disclosure Report | ☐ Buyer ☐ Seller ☐ Both _____ | Provided by: _____ |
| Q(3) | | (A) _____ Report<br>(B) _____ Report | ☐ Buyer ☐ Seller ☐ Both _____<br>☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(4) | 10B(1) | Smoke alarms, CO detectors, water heater bracing | ☐ Buyer ☒ Seller ☐ Both _____ | |
| Q(5) | 10A<br>10B(2) | Government Required Point of Sale **inspections**, **reports** | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(6) | 10B(2) | Government Required Point of Sale **corrective/remedial actions** | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(7) | 19B | Escrow Fee | ☐ Buyer ☐ Seller ☐ Both _____<br>Escrow Holder: *Fidelity* | ☒ Each to pay their own fees |
| Q(8) | 13 | Owner's title insurance policy | ☐ Buyer ☒ Seller ☐ Both _____<br>Title Co. (If different from Escrow Holder): _____ | |
| Q(9) | | Buyer's Lender title insurance policy | Buyer | Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. |
| Q(10) | | County transfer tax, fees | ☐ Buyer ☒ Seller ☐ Both _____ | |
| Q(11) | | City transfer tax, fees | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(12) | 11L(2) | HOA fee for preparing disclosures | Seller | |
| Q(13) | | HOA certification fee | Buyer | |
| Q(14) | | HOA transfer fees | ☐ Buyer ☒ Seller ☐ Both *if applicable* | Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. |
| Q(15) | | Private transfer fees | Seller, or if checked, ☐ Buyer ☐ Both | |
| Q(16) | | _____ fees or costs | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(17) | | _____ fees or costs | ☐ Buyer ☐ Seller ☐ Both _____ | |
| Q(18) | 10C | Home warranty plan chosen by Buyer. Coverage includes, but is not limited to:<br>_____<br>_____ | ☐ Buyer ☒ Seller ☐ Both _____<br>☐ Buyer waives home warranty plan | If Seller or Both checked, Seller's cost not to exceed $*500.00*.<br>Issued by: *Fidelity National Home Warranty* |

| R | OTHER TERMS: *Seller holds a CA Real Estate License. Listing agent is related to seller* |
|---|---|

**4. PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)

**A. PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☒ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
☐ Mixed Use Purchase Addendum (C.A.R. Form MU-PA) ☐ Other _____

**B. OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:

☐ Addendum #_____ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____ ☐ Other _____

**C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**

☑ Buyer's Investigation Advisory (C.A.R. Form BIA) ☑ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
☑ Wire Fraud Advisory (C.A.R. Form WFA) ☑ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ Probate Advisory (C.A.R. Form PA)
☐ REO Advisory (C.A.R. Form REO) ☐ Other _____
☐ Other _____ ☐ Other _____

**5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE**: Buyer represents that funds will be good when deposited with Escrow Holder.

**A. DEPOSIT:**

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **RETENTION OF DEPOSIT: Paragraph 26, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.**

**B. ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

**C. LOAN(S):**

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **FHA/VA: If FHA or VA is checked in paragraph 3E(1),** a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1),** Deliver to Seller written notice (C.A.R. Form RR or AEA) **(i)** of any lender requirements that Buyer requests Seller to pay for or otherwise correct or **(ii)** that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

**D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

**E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

**6. ADDITIONAL FINANCING TERMS:**

**A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

**B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

**C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

Western
Manufactured Housing Communities
Association

# INFORMATION FOR PROSPECTIVE HOMEOWNERS

As a prospective homeowner you are being provided with certain information you should know prior to applying for tenancy in a mobilehome park. This is not meant to be a complete list of information.

Owning a home in a mobilehome park incorporates the dual role of "homeowner" (the owner of the home) and park resident or tenant (also called a "homeowner" in the Mobilehome Residency Law). As a homeowner under the Mobilehome Residency Law, you will be responsible for paying the amount necessary to rent the space for your home, in addition to other fees and charges described below. You must also follow certain rules and regulations to reside in the park.

If you are approved for tenancy, and your tenancy commences within the next 30 days, your beginning monthly rent will be $ 1495.00 (must be completed by the management) for space number 13 (must be completed by the management). Additional information regarding future rent or fee increases may also be provided.

***Base rent will have a credit applied of $500 monthly - net base rent will be $995***

In addition to the monthly rent, you will be obligated to pay to the park the following additional fees and charges listed below. Other fees or charges may apply depending upon your specific requests. Metered utility charges are based on use.

Trash/Sewer - pro-rata share, Water - Submeter

(Management shall describe the fee or charge and a good faith estimate of each fee or charge.)

Some spaces are governed by an ordinance, rule, regulation, or initiative measure that limits or restricts rents in mobilehome parks. These laws are commonly known as “rent control.” Prospective purchasers who do not occupy the mobilehome as their principal residence may be subject to rent levels which are not governed by these laws. (Civil Code Section 798.21) Long-term leases specify rent increases during the term of the lease. By signing a rental agreement or lease for a term of more than one year, you may be removing your rental space from a local rent control ordinance during the term, or any extension, of the lease if a local rent control ordinance is in effect for the area in which the space is located, unless removal of the space from local rent control is prohibited by State Law.

A fully executed lease or rental agreement, or a statement signed by the park's management and by you stating that you and the management have agreed to the terms and conditions of a rental agreement, is required to complete the sale or escrow process of the home. You have no rights to tenancy without a properly executed lease or agreement or that statement. (Civil Code Section 798.75)

If the management collects a fee or charge from you in order to obtain a financial report or credit rating, the full amount of the fee or charge will be either credited toward your first month's rent or, if you are rejected for any reason, refunded to you. However, if you are approved by management, but, for whatever reason, you elect not to purchase the mobilehome, the management may retain the fee to defray its administrative costs. (Civil Code Section 798.74)

We encourage you to request from management a copy of the lease or rental agreement, the park's rules and regulations, and a copy of the Mobilehome Residency Law. Upon request, park management will provide you a copy of each document. We urge you to read these documents before making the decision that you want to become a mobilehome park resident.

Dated: _____

Acknowledge Receipt by Prospective Homeowner(s): _____

Signature of Park Manager: _____

Carriage Court MHP

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COMPASS

# AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: _____ From: Compass

Property: 449 W Tefft St #13, Nipomo, CA 93444 Date: _____

This is to give you notice that Compass, Inc. and its affiliated brokerages ("Compass"),[1] have a business relationship with Chartwell Escrow, Inc. ("Chartwell"), Consumer's Title Company of California, Inc. ("Consumer's"), OriginPoint Mortgage LLC ("OriginPoint"), Proper Rate, LLC ("Proper Rate"), and International ProInsurance Solutions, LLC ("Pro LLC"), (collectively, the "Affiliated Companies") and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 100% of Chartwell, 100% of Consumer's, 49.9% of OriginPoint, 49.9% of Proper Rate, and 49.9% of Pro LLC.

Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.[2]

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| Provider | Service | Estimated Charge or Range of Charges |
|---|---|---|
| **Chartwell Escrow, Inc.** | Settlement | **Escrow Fee Based Upon Sales Price**<br>$500 Base Fee plus $2-$2.50 per thousand for each transaction side.<br><br>**Additional Fees**<br>Courier services, document preparation, processing payoffs, loan tie-in, and other fees may be charged and typically range from $25 to $1,000. |
| **Consumer's Title Company of California, Inc.** | Settlement | **Sales Price** — **Escrow Fee**<br>$ 100,000 to $ 500,000 — $1,000.00 to $1,950.00<br>$ 500,000 to $ 700,000 — $1,950.00 to $2,450.00<br>$ 700,000 to $ 1,000,000 — $2,450.00 to $3,200.00<br>For each $1,000 or fraction above $1,000,000, add $1.50<br><br>**Additional Fees**<br>Courier services, loan tie-in, and other fees may be charged and typically range from $15 to $360. |
| | Title Insurance | Lender's Policy. Lender's policy when issued simultaneously with an Owner's policy is 50% of basic rate plus $100.00. Rates vary based on liability amount.<br><br>Owner's Policy. Rates vary based on liability amount. Estimated ranges for the following amounts of liability on an owner's policy are:<br><br>$50,000 to $500,000 = $682.00 to $1,742.00<br>$500,000 to $1,000,000 = $1,742.00 to $2,714.00<br>$1,000,000 to $2,000,000 = $2,714.00 to $4,136.00<br><br>For an estimate based on a specific amount and/or for liability amounts over $2 million, please inquire directly with your title officer.<br>Rates vary per county. Other fees (e.g., municipality lien search fees, survey fees, etc.) may apply and vary. |

[1] Compass-affiliated brokerages generally use names or trade names which include the word "Compass" or "@properties | Christie's International Real Estate."

[2] Note that certain employees and real estate agents of Compass and Compass affiliates, including potentially the real estate agent providing you with this disclosure and/or representing you in this transaction, may own stock in Compass, Inc.

COMPASS

| | | |
|---|---|---|
| **OriginPoint Mortgage LLC**<br>**Proper Rate, LLC** | Loan Products and Services | Origination Fees (Application, Commitment, Lender, Processing, Origination): $1,640.00<br>Discount Fee/Points: 0 – 3% of loan amount.<br>Additional third-party fees may apply. |
| **International ProInsurance Solutions, LLC** | Homeowner's and other Insurance Products | **Annual Premium**<br><br>Homeowner's insurance policies typically range from $750-$5,000, but may exceed $40,000 depending upon product, coverage and other factors. Contact International ProInsurance Solutions, LLC for more information. |

**ACKNOWLEDGEMENT**

I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another, and that such referrals may provide the referring company and/or its affiliates with a financial or other benefit as the result of any such referral.

| | |
|---|---|
| _____ | _____ |
| Buyer's Signature Date | Buyer's Signature Date |
| Tenley Gonzalez 11/24/2025 | _____ |
| Seller's Signature Date | Seller's Signature Date |
| ***Tenley Gonzalez*** | |

COMPASS

# Receipt for Links to Booklets

Property Address *449 W Tefft St #13, Nipomo, CA 93444*

The following hazard booklets can be accessed at:

sites.google.com/compass.com/cahazardbooklets

You will need a compatible PDF reader to view the files listed below:

**Residential Environmental Hazards (2011)**

**Protect Your Family From Lead In Your Home (2021)**

**Homeowner's Guide to Earthquake Safety (2020)**

**What Is Your Home Energy Rating? (2011)**

The undersigned hereby acknowledge that they have received the required booklets from the Broker(s) in this transaction, via the links provided in the box above. If they wish, the undersigned may ask that Broker(s) provide printed copies.

Buyer/Tenant:_____Buyer/Tenant: _____Dated: _____

Seller/Landlord: Tenley Gonzalez Seller/Landlord: _____Dated: 11/24/2025

*Tenley Gonzalez*

COMPASS

**Environmental Hazards Advisory, Acknowledgement, and Agreement**

Property Address_____*449 W Tefft St #13, Nipomo, CA 93444*_____

Buyer is hereby advised that the presence of certain kinds of organisms, toxins and contaminants including, **but not limited to**, mold fungi, mildew, lead-based containiments, asbestos, radon, methane and other gases, if present, may adversely affect the occupants of the property.

Broker / Agent recommends and Buyer agrees that appropriate professionals should be engaged by Buyer to inspect for any and all Environmental Hazards during the Investigation of Property period as provided for in the Purchase Agreement and prior to the removal of any related contingencies.

Buyer agrees to fully investigate the Property to satisfy themselves that the property condition is acceptable.

_____ _____

Buyer Date

_____ _____

Buyer Date

COMPASS

**LOCAL AREA DISCLOSURES**
**CENTRAL COAST REGION**
**San Luis Obispo & North Santa Barbara Counties**

**Property Address: _____ *449 W Tefft St #13, Nipomo, CA 93444* _____ (the "Property") may be in the vicinity of, or subject to, including but not limited to one or more of the following conditions. These conditions may affect the value of the property and/or the Buyer's safety, enjoyment, development potential of current or future intended or desired use by Buyer. The Buyer should conduct thorough investigations of the Property both personally and with appropriate professionals. The following list is not to be construed as an all inclusive representation.**

**Water Regulations in Santa Barbara and San Luis Obispo Counties.** The state of California has adopted the SGMA (Sustainable Groundwater Management Act) that requires cities, unincorporated areas and counties to enact new regulations for water use in all groundwater basins of California. https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management

**Sewer Line Requirements:** San Luis Obispo City - https://sanluisobispo.municipal.codes/Code/13.08.395

**Vacation Rentals/Short Term Rentals.** Many communities throughout the Central Coast have restrictions in place regarding the legalities of short-term rentals (less than 30 days). Buyer should investigate the local ordinances in place regarding short-term rentals that may apply to the property.

**Federal Penitentiary/State Prison/State Hospital.** There are Federal and State correctional facilities located in or near San Luis Obispo, Atascadero and Lompoc.

**The Sale, Use and Cultivation of Cannabis.** Federal law still prohibits the sale, use, and cultivation of Cannabis. However, local governmental entities have and will be creating various zones where Cannabis can be sold and/or cultivated for sale. Further, there are state and local laws in conflict with federal law that allows, with limitations, the personal cultivation and use of Cannabis on residential property. It is recommended that Buyer contact all federal, state and local governmental entities to identify the proximity and legality of such sale and/or cultivation for sale and personal cultivation and use of Cannabis.

**Flight Paths.** The frequency and hours of air traffic, flight paths and altitude, and other factors related to airport use are subject to change. Investigate all existing and future plans or changes in air traffic activity. For additional information contact: Santa Maria Public Airport District at 805-922-1726; Santa Ynez Valley Airport Authority at 805-688-8390; San Luis Obispo County Regional Airport at 805-781-5205; Lompoc Airport at 805-736-4085; Paso Robles Airport at 805-237-3877 or the Oceano Airport at 805-4732001.
https://santaynezairport.com/ https://www.sloairport.com/ https://www.prcity.com/330/Airport

https://santamaria.com/list/member/santa-maria-public-airport-746 https://www.oceanoairport.com/

https://www.cityoflompoc.com/government/departments/public-works/transportation/lompoc-airport

**Asphalt/Concrete Processing.** The processing of asphalt and concrete has and does occur in various locations throughout the Central Coast Region.

**Sewage and/or Wastewater Treatment Plant.** Investigate the location of the plant nearest the Property.

**Landfills.** There may be landfills in the general vicinity of the Property that accept waste for disposal and recycling.

**Diablo Canyon Nuclear Emergency Response Zone**. There is a nuclear power plant at Diablo Canyon, California, located on the California coast near San Luis Obispo. Buyer should consult a map to determine the proximity of this facility to the Property and whether it will have any impact on the Property. It is currently on a list of nuclear power plants awaiting decommissioning. http://www.prepareslo.org/en/emergency-planning-zone-information.aspx

**Agricultural Chemicals**. Agricultural properties and/or businesses may use chemicals and/or pesticides on a regular basis. Exposure to agricultural chemicals has been linked to certain health issues.

**Oil Processing / Sour Gas Pipeline / Plant.**. There are oil processing and refining facilities including, but not limited to, the Phillips 66 Santa Maria Facility located adjacent to State Highway 1 on the Nipomo Mesa and a plant north of Mission Hills, northeast of Lompoc. http://sbcountyplanning.org/energy/projects.asp

**Buyer:** _____ _____ **Seller:** TG _____ _____

COMPASS

**Pine Pitch Canker Disease**. Pine Pitch Canker disease has been found in pine trees in Santa Barbara and San Luis Obispo Counties. Pine Pitch Canker is a fungal disease that may lead to a general decline in tree health or, in some cases, premature tree death. www.ipm.ucdavis.edu/PMG/PESTNOTES/pn74107.html

**Oil Sumps and/or Capped Oil Wells.** There has been significant oil exploration, drilling and processing in the Santa Maria Valley and areas surrounding Lompoc. Such activities can result in the contamination of the earth with toxic substances which can create health problems. Fill dirt used in the Santa Maria Valley and in the vicinity of the Property may have come from areas of past oil exploration and drilling and may contain contaminants resulting from that work. Some neighborhoods in the Santa Maria/Orcutt area, particularly Sunrise Hills Estates, have experienced ill effects of historic oil exploration, including but not limited to soil contamination, lawsuits and demolition of homes. Contact California Department of Oil and Gas, Santa Maria office 805-937-7246.

**Powder Post Beetle Infestation.** http://www.ipm.ucdavis.edu/PMG/PESTNOTES/pn7418.html

**Tiger Salamander.** There are California Tiger Salamander (the "Salamander") habitats located in the Los Alamos and Santa Maria Valleys, the Purisima Hills southwest of Los Alamos and the Santa Rita Valley on Highway 246, west of Buellton. The U.S. Fish and Wildlife Service has declared the Salamander an endangered species. Buyer's ability to develop and use the Property as intended may be affected if there are Salamanders living on or near the Property.

**Oceano Dunes Air Particulates.** The effect of particulate matter from the Oceano Dunes on air quality and health on the Nipomo/ Arroyo Grande/Palo Mesa areas is being studied and is the subject of litigation. http://www.slocleanair.org/air/pmstudydata.php

**Vandenberg Air Force Base.** There is operational military aircraft noise and noise associated with the operation and launching of Department of Defense (DOD) ballistic missiles and DOD civilian space satellite launches. The Base is located on federal property north and west of Lompoc, California and, if needed, will operate 24 hours a day, 7 days a week. www.vandenberg.af.mil

**Casmalia Resources Superfund Site.** Formerly the Casmalia Resources Hazardous Waste Management Facility. Now inactive. https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.Stayup&id=0901257#Stayup

**Diatomaceous Earth Mining/Processing.** There is a diatomaceous earth mining operation located in or near Lompoc. https://www.ourair.org/lompoc-diatomite-plant

**Soils Instability - Somerset Court, Somerset Place, Crestview Terrace and Foothill Estates, Lompoc.** Buyer is advised to investigate these areas for past occurrences.

**Chumash Casino.** Buyer is aware that there is a large gaming facility located at 3400 East Highway 246, Santa Ynez, California which is part of the Chumash Indian Reservation. Buyer is aware that there may be plans for future development. Broker recommends that Buyer investigate all matters related to this facility that might affect the Property including but not limited to traffic, noise, crime, sewage/septic and community relations. www.chumashcasino.com

**Other Matters.** Seller and Buyer understand and agree that this document is not a complete list of all matters concerning Property in the counties of Santa Barbara and San Luis Obispo. Buyer is strongly encouraged to conduct a complete investigation of the above matters as well as any other concerns that Buyer deems appropriate and to consult with appropriate specialists, experts, or other professionals.

**Buyer:** _____ **Buyer:** _____ **Date:** _____

**Seller:** Tenley Gonzalez _____ **Seller:** _____ **Date:** 11/24/2025

*Tenley Gonzalez*

COMPASS

# Advisory Regarding Vendor / Service Provider Recommendations

PROPERTY ADDRESS: 449 W Tefft St #13, Nipomo, CA 93444

1. As a convenience to you, as our client, Agent is providing (or may in the future provide) below or attached a list of vendors and/or service providers ("Vendor") for your consideration and convenience. The list is based on Vendors that Agent has had positive experiences with or have been recommended to Agent by trusted third parties. From time to time Agent may provide additional (subsequent) Vendor referrals and you should refer back to this advisory in each instance to refresh on the advice and information being provided.

2. The Vendors included herein are provided for your information and reference only. You are not obligated to use any or all of these Vendors and you may elect to use other Vendors. Qualifications and fees for services may vary.

3. Be advised that these Vendors **have not** been vetted by Broker or Agent with regard to insurance or licensing, as may be required by relevant regulatory agencies.

4. You should conduct your own research and satisfy yourself as to all Vendor qualifications and fee structure. Neither Compass nor agent guarantees the performance, adequacy, or completeness of inspections, services, products, or repairs provided by any Vendors.

5. Neither Compass nor Agent will hire **anyone** on your behalf. While an Agent may perform tasks such as providing access to the property to Vendors at your direction, the Agent **will not** supervise the work of any vendor and will not act as a General Contractor or Project Manager. You are advised to hire the appropriate professional for these services.

| Vendor Name | Description of Service(s) Provided |
|---|---|
| *Tony Crowe Construction, JB Construction, Custom Cleaning* | *General Contractor, General Contractor, Floors* |
| *Painting concepts, VC Sweep, Sierra Landscaping* | *Painter, Ceiling, Chimney and painter, Landscaper* |
| *Advanced Home Inspections, Blue Stone, Melena Roofing, Valley Shield* | *Home Inspector, Counters, Roofer, Termite* |

☐ **(If checked) See the attachment with additional Vendor information.**

I acknowledge receipt of and I have carefully read this Advisory:

Seller/Buyer/Landlord/Tenant: Tenley Gonzalez Date: 11/24/2025

Seller/Buyer/Landlord/Tenant: _____ Date: _____

COMPASS

## Water-Conserving Plumbing Fixtures Addendum

This is an Addendum to that Purchase Agreement dated _____ by and between _____ ***Tenley Gonzalez*** _____ as Seller and_____as Buyer, for the Property at _____ ***449 W Tefft St #13, Nipomo, CA 93444*** _____.

1. California law requires owners of real property built before 1994 to install water-conserving plumbing fixtures by 2017 for single-family properties, and by 2019 for all residential and commercial properties. Additionally, if any single family property built before 1994 is altered or improved after 2014 then water-conserving plumbing fixtures must be installed as a condition of final permit approval. For all other types of property built before 1994, if any improvements cost $150,000 or more or increases total floor area by more than 10%, then water-conserving plumbing fixtures must be installed as a condition of final permit approval.

While California law does not make compliance with this statute a point-of-sale requirement, this Addendum shall establish which of the undersigned Parties shall be responsible for compliance:

☐ **SELLER RESPONSIBLE: Seller either (a) has complied with retrofitting the Property with compliant water-conserving plumbing fixtures; or (b) prior to the close of escrow, shall pay for and retrofit all non-compliant water-conserving plumbing fixtures with compliant fixtures of quality comparable to existing fixtures.**

☒ **BUYER RESPONSIBLE: Buyer shall be responsible and pay for all expenses in retrofitting all non- compliant water-conserving plumbing fixtures with compliant fixtures after the close of escrow, or as specified in paragraph 2 below.**

2. **PERMIT WORK PRIOR TO THE CLOSE OF ESCROW**: The Parties understand, acknowledge and agree that, in the event there is an agreement that the Seller will perform any repairs prior to the close of escrow that constitute alterations or improvements at the Property which requires the issuance and finalization of a permit, the governing agency will require that the Property be retrofitted with compliant water-conserving plumbing fixtures as a condition of finalizing the permit; in that event, ***the Party designated above shall be responsible for the expense of such retrofitting regardless of who is paying for the work necessitating the permit***. NOTE: (a) the interpretation as to what constitutes an alteration or improvement may differ in different jurisdictions and (b) real estate licensees cannot predict what interpretation
will be used at any point in time by any permit-issuing entity.

3. Real estate licensees shall not be responsible for determining the need for, and/or cost of, any required retrofit obligation and do not recommend that any work be performed without securing any and all required permits. All other terms and conditions remain unchanged.

Seller: Tenley Gonzalez _____ ***Tenley Gonzalez*** Date: 11/24/2025

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

COMPASS

## BUYER PRELIMINARY TITLE REPORT ("PTR") ADVISORY

PROPERTY ADDRESS: 449 W Tefft St #13, Nipomo, CA 93444

As the buyer, you have or will receive a copy of a Preliminary Title Report (PTR) in the "Disclosure Package" prior to submitting a Purchase Agreement or from the Title Company after the Purchase Agreement is ratified. The PTR is one of the most important documents in the transaction because it contains information regarding recorded documents affecting the Property and its use, including but not limited to exceptions, restrictions, and easements that could affect the property, its use and future development.

It is important that you carefully review the PTR, and any related documents that you have received including copies of easements, liens, encumbrances and judgments. Most often the PTR will be delivered electronically and will include hyperlinks that, when clicked, will take you directly to those documents. It is essential that you take the time to review all documents either prior to submitting a purchase agreement or during any inspection phase of the purchase depending on how your particular transaction is structured.

If you believe you have not received copies of documents which are referenced in the PTR, you should request any and all documents and satisfy yourself as to the suitability of the property before removing any associated contingencies.

If you have any questions regarding these documents or what they mean, you will be directed to a title officer at the Title Company who may be able to assist you. If you need additional information, you should consult with a qualified California real estate attorney. Real estate agents cannot advise on the meaning or effect of such documents.

**I/We acknowledge receiving this Advisory and agree and understand the importance of carefully reviewing the Preliminary Title Report and all related documents whether included with the Report or available through a hyperlink to those documents.**

Buyer:_____ Date: _____

Buyer:_____ Date:_____

Seller: Tenley Gonzalez Tenley Gonzalez Date: 11/24/2025

Seller:_____ Date:_____

COMPASS

# CALIFORNIA WATER RESTRICTIONS, SHORTAGES AND CONSERVATION ADVISORY

Buyer is advised that California is currently facing drought conditions across the state. In some areas the state, local municipalities and water districts have, or may implement, use restrictions to address water shortages. Such policies may impact the Buyer's future use, maintenance and enjoyment of the property.

The policies of local water districts and the city or county in which the Property is located have resulted in, or may in the future, result in the occurrence of any or all of the following:

- Limitations on the amount of water available to the Property
- Restrictions on the use of water
- Increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage

Broker strongly recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property.

If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

I acknowledge receipt of and I have carefully read this Advisory:

Buyer:_____Date:_____

Buyer**:**_____Date:_____

Seller:Tenley Gonzalez *Tenley Gonzalez* Date:11/24/2025

Seller**:**_____Date:_____

CALIFORNIA ASSOCIATION OF REALTORS®

# STATEWIDE BUYER AND SELLER ADVISORY

**(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached)**

**(C.A.R. Form SBSA, Revised 6/24)**

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

**YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

**BROKER RIGHTS AND DUTIES:**

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

**LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:**

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine **(i)** the basis of the property for income tax purposes; and **(ii)** any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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EQUAL HOUSING OPPORTUNITY

*Richard Gonzalez*



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# TABLE OF CONTENTS

| SBSA CATEGORIES AND ALPHABETICAL INDEX | | | | | | |
|---|---|---|---|---|---|---|
| A | B | C | D | E | F | G |
| Investigation of Physical Condition | Property Use and Ownership | Off-Site and Neighborhood Conditions | Legal Requirements (Federal, State and Local) | Contract Related Issues and Terms | Other Factors Affecting Property | Local Disclosures and Advisories |
| Pages 2-5 | Pages 5-8 | Pages 9-10 | Pages 10-11 | Pages 11-12 | Pages 13-14 | Page 15 |


| | | Page |
|---|---|---|
| 1. | Accessory Dwelling Units | 5 |
| 2. | Arbitration | 12 |
| 3. | Building Permits, Zoning and Code Compliance | 5 |
| 4. | Buyer Intended Future Use | 6 |
| 5. | California Fair Plan | 6 |
| 6. | Community Enhancement and Private Transfer Fees | 13 |
| 7. | Death on the Property | 10 |
| 8. | Earthquake Fault Zones and Seismic Hazard Zones | 10 |
| 9. | Easements, Access and Encroachments | 2 |
| 10. | Electrification of Energy Source | 11 |
| 11. | Electronic Signatures | 11 |
| 12. | Environmental Hazards | 3 |
| 13. | EPA's Lead-Based Paint Renovation, Repair and Painting Rule | 10 |
| 14. | Escrow Funds | 12 |
| 15. | Fire Hardening, Defensible Space, and Wildfire Disasters | 5 |
| 16. | Fire Hazards | 10 |
| 17. | FIRPTA/California Withholding | 10 |
| 18. | Flood Hazards | 11 |
| 19. | Formaldehyde | 3 |
| 20. | Future Repairs, Replacements and Remodels | 6 |
| 21. | General Recall/Defective Product/Class Action Information | 13 |
| 22. | Geologic Hazards | 3 |
| 23. | Golf Course Disclosures | 9 |
| 24. | Heating Ventilating and Air Conditioning Systems | 6 |
| 25. | Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement | 6 |
| 26. | Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval | 13 |
| 27. | Home Warranty | 12 |
| 28. | Identification of Natural Persons Behind Shell Companies in All-Cash Transactions | 12 |
| 29. | Inspections | 3 |
| 30. | Insurance, Title Insurance and Title Insurance After Foreclosure | 6 |
| 31. | Land Lease | 7 |
| 32. | Legal Action | 13 |
| 33. | Liquidated Damages | 12 |
| 34. | Marijuana and Methamphetamine Labs | 7 |
| 35. | Marketing; Internet Advertising; Internet Blogs; Social Media | 14 |
| 36. | Mediation | 12 |
| 37. | Megan's Law Database Disclosure | 11 |
| 38. | Mold | 3 |
| 39. | Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions | 9 |
| 40. | Neighborhood Noise Sources | 9 |
| 41. | 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts | 8 |
| 42. | Non-Confidentiality of Offers | 12 |
| 43. | Notice of Your Supplemental Property Tax Bill | 11 |
| 44. | Online or Wire Funds Transfers | 12 |
| 45. | Owner's Title Insurance | 7 |
| 46. | PACE Loans and Liens | 14 |
| 47. | Pets and Animals | 4 |
| 48. | Preliminary Title Report | 5 |
| 49. | Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting | 10 |
| 50. | Recording Devices | 14 |
| 51. | Re-Keying | 14 |
| 52. | Rent and Eviction Control Laws and Ordinances | 8 |
| 53. | Retrofit, Building Requirements, and Point of Sale Requirements | 8 |
| 54. | Schools | 9 |
| 55. | Sea Level Rise | 10 |
| 56. | Septic Systems | 4 |
| 57. | Short Term Rentals and Restrictions | 8 |
| 58. | Signing Documents Electronically | 11 |
| 59. | Soil and Geologic Conditions | 4 |
| 60. | Solar Panels and Net Energy Metering | 14 |
| 61. | Square Footage, Lot Size, Boundaries and Surveys | 4 |
| 62. | Swimming Pool, Security and Safety | 8 |
| 63. | Underground Pipelines and Utilities | 9 |
| 64. | Views | 8 |
| 65. | Water Intrusion | 4 |
| 66. | Water Shortages and Conservation | 8 |
| 67. | Well and Water System(s) | 5 |
| 68. | Wildlife | 9 |
| 69. | Wood Balconies, Stairs, and Other Structures | 14 |
| 70. | Wood Destroying Pests | 5 |
| 71. | Zone Maps May Change | 11 |


# A. Investigation of Physical Conditions

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




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

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

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

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

6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited

to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

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

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

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

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

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

12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
13. **WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
14. **FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org.
Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at https://egis.fire.ca.gov/FHSZ/.
Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
    **A.** California Department of Insurance ("Wildfire Resource") http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
    **B.** Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
    **C.** California Department of Forestry and Fire ("Cal Fire") http://fire.ca.gov/ and https://www.readyforwildfire.org/
    **D.** California Department of Transportation https://calsta.ca.gov/
    **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

    **Brokers do not have expertise in this area.**
15. **PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

# B. Property Use and Ownership

1. **ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
2. **BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards

or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website: https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency

period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

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

10. **MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

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

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

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

12. **RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's inspection contingency period. Brokers do not have expertise in this area**.**

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

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

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

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

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

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

# C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http://www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to

implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

   Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

   **A.** California Coastal Commission contact information: https://www.coastal.ca.gov/contact/#/
   **B.** State Lands Commission contact information: https://www.slc.ca.gov/contact-us/
   **C.** National Oceanic and Atmospheric Administration (sea level rise page): https://coast.noaa.gov.slr/
   **D.** California Coastal Commission (sea level rise page): https://www.coastal.ca.gov/climate/slr/
   **E.** Federal Emergency Management Agency (FEMA): https://www.fema.gov/flood-maps; https://msc.fema.gov

   If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

# D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: **(i)** failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and **(ii)** failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at http://www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's investigation and insurance contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: **(i)** Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed $1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is $300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. **(ii)** California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller

signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is $100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://www.meganslaw.ca.gov/. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

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

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

   Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.
9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.
10. **ELECTRIFICATION OF ENERGY SOURCE:** Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

# E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to

sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is $300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form NDA). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers,

verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

# F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: **(i)** may last for a fixed period of time or in perpetuity, **(ii)** are typically calculated as a percentage of the sales price, and **(iii)** may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at http://www.cpsc.gov/ during Buyer's inspection contingency period. Another source affiliated with the CPSC is http://saferproducts.gov/ which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the

legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering**. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways,

or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

# G. Local Disclosures and Advisories

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

The following disclosures or advisories are attached:

**A.** ☐ _____

**B.** ☐ _____

**C.** ☐ _____

**D.** ☐ _____

**Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.**

BUYER _____ Date _____

BUYER _____ Date _____

SELLER Tenley Gonzalez *Tenley Gonzalez* Date 11/24/2025

SELLER _____ Date _____

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COMPASS

CALIFORNIA ASSOCIATION OF REALTORS®

# SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

**(C.A.R. Form SFLS, Revised 12/24)**

Property Address: 449 W Tefft St #13, Nipomo, CA 93444 ("Property")

1. **DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property or are using price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities. Such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
2. **PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries. Existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
3. **BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
4. **DISCLOSURE OF MEASUREMENTS AND SOURCES: Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.**

| Source of Information | Sq. Footage | Lot Size | Additional Information | If checked, report attached |
|---|---|---|---|---|
| Public Record | | | | ☐ |
| Multiple Listing Service | | | | ☐ |
| Seller | | | Measurement comes from the following source: | |
| Appraisal #1 | | | | ☐ |
| Appraisal #2 | | | | ☐ |
| Condominium Map/Plan | | | | ☐ |
| Architectural Drawings | | | | ☐ |
| Floor Plan/Drawings | | | | ☐ |
| Survey | | | | ☐ |
| Other | | | | ☐ |
| Other | | | | ☐ |

**By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.**

Seller Tenley Gonzalez Tenley Gonzalez Date 11/24/2025

Seller _____ Date _____

**By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.**

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# MARKET CONDITIONS ADVISORY

**(C.A.R. Form MCA, Revised 6/24)**

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
      (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
      (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
      (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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EQUAL HOUSING OPPORTUNITY

(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

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

**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

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

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller Tenley Gonzalez Tenley Gonzalez Date 11/24/2025

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

# WILDFIRE DISASTER ADVISORY

**(For use with properties in or around areas affected by a wildfire)**

**(C.A.R. Form WFDA, Reviewed 6/25)**

1. **WILDFIRE DISASTERS:** Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.

2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
   - **A.** Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
   - **B.** Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
   - **C.** Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
   - **D.** Local, state and federal requirements for cleanup and building approvals;
   - **E.** Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
   - **F.** Timelines, costs and requirements when obtaining required permits for building and utilities installation;
   - **G.** Availability of and access to electricity, gas, sewer and other public or private utility services;
   - **H.** Water delivery/potability; septic and/or sewer design; requirements and construction costs;
   - **I.** Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
   - **J.** Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
   - **K.** Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.

3. **BUYER/TENANT ADVISORIES:** Buyer/Tenant is advised:
   - **A.** To check early in your transaction to determine if you are able to obtain insurance on the property.
   - **B.** To investigate to their own satisfaction any and all concerns of Buyer/Tenant about the intended use of the property.
   - **C.** That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Tenant may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
   - **D.** That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
   - **E.** That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Tenants ability to afford or qualify for loans or meet income ratios for rentals.
   - **F.** That if you are not able to obtain fire insurance and have removed the insurance contingency, you may be in breach of the purchase or rental agreement.

4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
   - **A.** California Department of Insurance "Wildfire Resource" http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
   - **B.** Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources https://wildfirerecovery.caloes.ca.gov/
   - **C.** California Department of Forestry and Fire ("Cal Fire") https://calfire.ca.gov/ and https://www.readyforwildfire.org/
   - **D.** California Department of Transportation https://calsta.ca.gov/
   - **E.** California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1
   - **F.** The American Institute of Architects "Wildfire Recovery Resources" https://aia.org/pages/165776-wildfire-recovery-resources
   - **G.** Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.

5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
   - **A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located** in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
   - **B. WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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*Richard Gonzalez* 7/24/2025



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**C.** Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.

**6. BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

**By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.**

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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# WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

**(C.A.R. Form WCMD, Revised 6/24)**

**1. WATER-CONSERVING PLUMBING FIXTURES**

**A. INSTALLATION:**

(1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.

(2) **Exceptions:** These requirements do not apply to **(i)** registered historical sites, **(ii)** real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or **(iii)** a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: **(i)** any toilet manufactured to use more than 1.6 gallons of water per flush, **(ii)** any urinal manufactured to use more than one gallon of water per flush, **(iii)** any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, **(iv)** any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.

**2. CARBON MONOXIDE DETECTORS:**

**A. INSTALLATION:**

(1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

(2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies.Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

**C. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

**By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory**

Seller Tenley Gonzalez *Tenley Gonzalez* Date 11/24/2025

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

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# BUYER HOMEOWNERS' INSURANCE ADVISORY

**(C.A.R. Form BHIA, 6/24)**

1. **IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.

2. **PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.

3. **CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.

4. **INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.

5. **RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)**Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm.

6. **BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

**By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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# BROKER COMPENSATION ADVISORY

**(C.A.R. Form BCA, Revised 6/25)**

**1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.**

**A. LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

**B. OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED:** A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.

**C. BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY:** California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

**2. BROKER AGREEMENTS WITH BUYERS:**

**A. BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE:** When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

**B. REQUIREMENT FOR WRITTEN AGREEMENTS:** Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to a January 1, 2025 new law in California, all licensees must have a buyer representation agreement as soon as practicable upon acting as the buyer's agent, and it must include the amount of compensation, services to be rendered, when compensation is due, and the contract termination, which may not exceed three months.

**C. ADVANTAGES OF WRITTEN AGREEMENTS:** Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

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**3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:**

**A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT:** A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

**B. SELLER PAYS THE COMPENSATION:**

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made. Pursuant to the NAR Settlement (see **paragraph 2B**) **a buyer's broker is not permitted to receive compensation for services, from whatever source, that is greater than the amount in the buyer representation agreement.**

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

**C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:**

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association of REALTORS®' (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

**By signing below, Seller or Buyer acknowledge that they have received a copy of this Broker Compensation Advisory, and they have read and understand its terms. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.**

Seller/Buyer Tenley Gonzalez *Tenley Gonzalez* Date 11/24/2025

Seller/Buyer _____ Date _____

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# BUYERS HOMEOWNERS' ASSOCIATION ADVISORY

**(C.A.R. Form BHAA, 6/24)**

California Civil Code section 4525 requires sellers of condominiums and other common interest or planned unit developments ("CID") to provide buyers with governing, financial, and other documents and information created and maintained by a Homeowners Association ("HOA"). These documents may be quite lengthy, causing buyers not to take the time to make a careful review of all HOA materials. Before deciding to proceed with the purchase transaction, it is critical that buyers carefully review all HOA documents to determine for themselves if the property they are acquiring meetings their current and future needs for use and enjoyment of the property. As part of this review, Buyer should also consider if any of the documentation has not been provided, is incomplete, or missing.

**BUYER:**

**YOU ARE STRONGLY ADVISED BY YOUR BROKER TO REVIEW ALL HOMEOWNER ASSOCIATION DOCUMENTS WITH APPROPRIATE PROFESSIONALS, IF NECESSARY, TO UNDERSTAND THEIR CONTENTS. YOU ARE FURTHER ADVISED TO CAREFULLY REVIEW THE PRELIMINARY TITLE REPORT TO DETERMINE ALL THE RECORDED DOCUMENTS RELATED TO HOMEOWNERS ASSOCIATIONS, WHICH COULD INCLUDE, BUT ARE NOT LIMITED TO, DEED RESTRICTIONS AND THE EXISTENCE OF MULTIPLE HOAs AFFECTING THE PROPERTY.**

**THESE DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT YOUR CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.**

All HOA documents and disclosures are important, however, the following are often areas of concern for buyers of property located in a CID.

1. **Covenants, Conditions, and Restrictions ("CC&Rs"):** The CC&Rs are the main governing document of the HOA. Generally, the CC&Rs describe the property rights, duties, and obligations of the HOA and the individual members. CC&Rs are formal documents recorded with the County Recorder and are extremely difficult to amend or change.
2. **Bylaws, Rules and Regulations:** Bylaws address the governance and operation of the HOA, including voting and election requirements, the number of directors and their term length, how and when meetings are held, and the meeting procedures. If promulgated by the HOA, the Rules and Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting common area usage, expenses, etc.
3. **Minutes:** HOAs are required to prepare Minutes of Board of Directors' Meetings detailing past, current, and future (proposed) events, issues, and expenses such as existing or planned litigation, repairs, improvements or needed change in the dues and/or additional assessments. They reflect the decisions and reasons for those decisions, but are not a transcript of the meetings. The Minutes are often the best source of information regarding issues related to the common areas, the individual units, special and increased assessments, and the ability to use and enjoy the property after escrow closes.
4. **Financial Information:** The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments, and Emergency Assessments. The financial status of HOA could impact the future costs of owning the property.

   **Reserves:** Buyers should determine if reserves are properly and adequately funded and if there are many homeowners who are delinquent on payments for dues and assessments. Generally, associations are required to prepare a reserve study, and, at least every three years, cause to be conducted a reasonably competent and diligent visual inspection.

   **Wood Balconies, Stairs and Other Structures; Reserve Requirements:** Prior to January 1, 2025, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

   **Pending and Future Assessments:** The Minutes and the HOA disclosure form itself may contain critical information and comments regarding pending or future assessment.

   **Special or Emergency Assessments:** Buyers need to know if special or emergency assessments are currently due in full or whether they are due only in monthly installments. If it is not clear, buyer should request clarification from the HOA. The Purchase Agreement will determine whether the assessment payment will be paid by the seller at Close of Escrow, or whether the payments are prorated, and the buyer will be responsible for the monthly payments after Close of Escrow.

   There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA for a fee which is typically $300.00 to $500.00 depending upon the services to be provided and the extent of the HOA documentation. Real estate licensees are not qualified to assess the financial viability of any HOA.

   If you have any questions or concerns about the financial status, strength, or stability of the HOA, contact your accountant who may be able to provide a professional assessment of the HOA's finances.

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Buyer's Initials _____/_____

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5. **Rental Restrictions:** The HOA may have restrictions and/or prohibitions on your ability to rent your unit. These restrictions may be based on the number/percentage of units that are allowed to be rented, and the approval process associated with rentals. The HOA may also put restrictions on the ability to enter into a short term rental. Some HOAs have even gone so far as to completely prohibit rentals for all new owners; however, a 2021 law requires HOAs to allow at least 25% of the units to be rented or leased regardless of what the HOA governing documents state. In addition to the HOA restrictions, the city may also impose rental control and eviction control ordinances that may impact your decisions to rent the unit. You should investigate these issues with the HOA and the appropriate government authority to determine whether this property meets your needs. These restrictions may affect your decision to purchase the Property.
6. **Lending Considerations:** Lenders may have certain qualifications that are required from the HOA before they provide financing on your purchase. Many lenders will require the HOA to provide a lender certification document, providing information regarding the HOA. Additionally, lenders will generally require the HOA to have a general insurance policy covering the HOA, which has become less available and more costly in California due to rising replacement costs and an increase in natural disasters. They may require a certain percentage of owner occupied units within the HOA. Further, if you are seeking a FHA or VA loan, the lender may require the HOA to FHA/VA approved prior to making a loan. You should inquire with your lender and the HOA to determine what will be required in order to obtain financing.
7. **Noise:** Due to noise and other factors, HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. You should directly contact the HOA Board to determine whether the property can be used for your intended purposes. You should also determine whether the property meets your subjective personal preferences and needs.
8. **Common Areas:** Those portions of a CID that are not wholly owned by the individual homeowners are designated as "Common Areas". Usually, the CC&Rs and/or the Bylaws will define what constitutes the Common Areas, how they are used, who gets to use them, and who is responsible for maintenance. Some Common Areas may be available for use by all members and their guests, such as a lobby or garden. However, some Common Areas may be "Restricted" or "Exclusive Use" Common Areas with access limited to certain homeowners (this is often true with swimming pools and spas especially when there are multiple HOAs within a CID), or may be restricted to just one homeowner, such as a roof, deck, balcony, or patio. In some instances, the homeowner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
9. **Parking and Storage:** You should determine for yourself whether the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) that are designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses of the property.
10. **Litigation:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive, and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. Such litigation may also impact the willingness of lenders to make a loan secured by the property, and buyer's ability to obtain a loan to purchase the property.
11. **Special Needs:** HOA documents may limit the number and size of animals allowed in units. Fair Housing Laws may impact the effect of such rules on "service" and/or "companion" animals. HOAs on their own, or because of local ordinances, may limit or completely ban smoking and/or vaping in common areas or units. The ability for new buyers to rent units and/or to operate any type of business may also be limited or completely forbidden. Therefore, it is important that you review all HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.
12. **Brokers:** Real estate licensees who forward HOA documentation to you have not verified and will not verify either the information provided or the completeness or accuracy of the documentation unless they agree to do so in writing.

**The undersigned Buyer acknowledges receipt of this 2-page Advisory.**

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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# RECEIPT FOR REPORTS No. 1

(C.A.R. Form RFR, Revised 6/25)

In accordance with the terms and conditions of the Purchase Agreement OR ☐ Other _____
_____ dated _____, on property known
as 449 W Tefft St #13, Nipomo, CA 93444 ("Property"),
between _____ ("Buyer")
and Tenley Gonzalez ("Seller").

1. **REPORTS PROVIDED TO BUYER:** Buyer is being provided with the following reports, documents, inspections reports, disclosures, proposals, estimates or invoices ("Reports") checked in **paragraphs 4** and **5**.
2. **REPORTS NOT VERIFIED BY BROKER OR SELLER:** Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.
3. **BUYER'S OWN INVESTIGATIONS:** Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value and desirability of the Property.
4. **LIST OF REPORTS ORDERED BY BUYER OR SELLER FOR THIS TRANSACTION:**

| Report, Document or Disclosure | Ordered by | Prepared By | Dated | Via Link |
|---|---|---|---|---|
| **A.** ☐ Wood Destroying Pest Inspection | ☐B ☐S | | | ☐ |
| **B.** ☐ Home Inspection Report | ☐B ☐S | | | ☐ |
| **C.** ☐ Title: Preliminary Report | ☐B ☐S | | | ☐ |
| **D.** ☐ Roof Inspection | ☐B ☐S | | | ☐ |
| **E.** ☐ Sewer Lateral Report | ☐B ☐S | | | ☐ |
| **F.** ☐ Natural Hazard Disclosure Report | ☐B ☐S | | | ☐ |
| **G.** ☐ Domestic Well Test | ☐B ☐S | | | ☐ |
| **H.** ☐ Septic/Private Sewage Inspection | ☐B ☐S | | | ☐ |
| **I.** ☐ HVAC Inspection | ☐B ☐S | | | ☐ |
| **J.** ☐ Government Inspection or Report | ☐B ☐S | | | ☐ |
| **K.** ☐ Statutory Condominium/Planned Development Disclosures (Civil Code § 4525) | ☐B ☐S | | | ☐ |
| **L.** ☐ Contractual Condominium/Planned Development Disclosures | ☐B ☐S | | | ☐ |
| **M.** ☐ Lease Documents | ☐B ☐S | | | ☐ |
| **N.** ☐ Tenant Estoppel Certificates | ☐B ☐S | | | ☐ |
| **O.** ☐ _____ | ☐B ☐S | | | ☐ |
| **P.** ☐ _____ | ☐B ☐S | | | ☐ |
| **Q.** ☐ _____ | ☐B ☐S | | | ☐ |
| **R.** ☐ _____ | ☐B ☐S | | | ☐ |

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5. **LIST OF REPORTS FROM PREVIOUS TRANSACTIONS:** The following Reports are being provided by Seller from previous transactions, and unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such Reports. Such Reports may not have been updated or reflect the current condition of the Property.

| Report, Document or Disclosure From Previous Transactions | | Prepared By | Dated | Via Link |
|---|---|---|---|---|
| A. ☒ | Home Inspection | advanced Home Inspection | 11/01/2023 | ☐ |
| B. ☒ | TDS | Previous Seller | 10/19/2023 | ☐ |
| C. ☒ | SPQ | Previous Seller | 10/19/2023 | ☐ |
| D. ☐ | | | | ☐ |
| E. ☐ | | | | ☐ |
| F. ☐ | | | | ☐ |
| G. ☐ | | | | ☐ |
| H. ☐ | | | | ☐ |
| I. ☐ | | | | ☐ |
| J. ☐ | | | | ☐ |
| K. ☐ | | | | |

Seller is not aware of any other reports in Seller's possession or control.

Seller Tenley Gonzalez Tenley Gonzalez Date 11/25/2025

Seller _____ Date _____

6. **REPORTS DELIVERED VIA LINK:** For all Reports identified by a check below, Buyer is unable or unwilling to open the link, is unable to download the documents in the link, or prefers to receive the documents directly rather than via a link.

**A.** ☐ All Reports Delivered via link.

**B.** ☐ _____

**C.** ☐ _____

7. **ADDITIONAL INVESTIGATION RECOMMENDATIONS:** If any of the above reports recommends Buyer obtain additional investigations, you should contact qualified experts to determine if such additional investigations are necessary. If you do not do so, you are acting against Broker's Advice.

8. **REPORTS PREPARED FOR PERSONS OTHER THAN BUYER:** Buyer has been advised that if Buyer receives any Report that has not been ordered by Buyer (whether prepared by or for Seller or others), Buyer may have no recourse against the preparer of the report for any errors, inaccuracies or missing information. Buyer is advised to check with the preparer of any Report to determine if preparer will offer Buyer such recourse.

**Buyer acknowledges receipt of the report(s), document(s), inspection report(s), disclosure(s), proposal(s), estimate(s), or invoice(s) ("Reports") checked above. Unless otherwise specified in paragraph 6, Buyer acknowledges being able to access any and all Reports delivered via a link.**

**By signing below, Buyer acknowledges that they have received a copy of this Receipt for Reports, and they have read and understand its terms.**

Buyer _____ Date _____

Buyer _____ Date _____

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# MANUFACTURED HOME AND MOBILEHOME TRANSFER DISCLOSURE STATEMENT

**(C.A.R. Form MHTDS, Revised 12/22)**

**THIS DISCLOSURE STATEMENT CONCERNS THE MANUFACTURED HOME OR MOBILEHOME (HEREAFTER REFERRED TO AS "HOME") LOCATED AT** 449 W Tefft St #13 **IN THE CITY OF** Nipomo**, COUNTY OF** San Luis Obispo**, STATE OF CALIFORNIA, DESCRIBED AS** 2014 (Year) _____ (Make) PER036511CAA / PERo36511CAB (Serial #(s)) LBM1430 (HCD Decal # or Equivalent).

**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED HOME IN COMPLIANCE WITH SUBDIVISION (b) OF § 1102 OF THE CIVIL CODE AND §§ 18025 AND 18046 OF THE HEALTH AND SAFETY CODE AS OF** 10/28/2025 **(DATE).**

IT IS NOT A WARRANTY OF ANY KIND BY THE LAWFUL OWNER OF THE MANUFACTURED HOME OR MOBILEHOME WHO OFFERS THE HOME FOR SALE (HEREAFTER THE SELLER), 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. AN "AGENT" MEANS ANY DEALER OR SALESPERSON LICENSED PURSUANT TO PART 2 (COMMENCING WITH § 18000) OF THE HEALTH AND SAFETY CODE, OR A REAL ESTATE BROKER OR SALESPERSON LICENSED PURSUANT TO DIVISION 4 (COMMENCING WITH § 10000) OF DIVISION 13 OF THE BUSINESS AND PROFESSIONS CODE.

## I
## COORDINATION WITH OTHER DISCLOSURES & INFORMATION

This Manufactured Home and Mobilehome Transfer Disclosure Statement is made pursuant to Article 1.5 (commencing with § 1102) of Chapter 2 of Title 4 of Part 4 of Division 2 of the Civil Code. Other statutes require disclosures, or other information may be important to the prospective buyer, depending upon the details of the particular transaction (including, but not limited to, the condition of the park in which the manufactured home or mobilehome will be located; disclosures required or information provided by the Mobilehome Residency Law, § 798 of the Civil Code et seq.; the mobilehome park rental agreement or lease; the mobilehome park rules and regulations; and park and lot inspection reports, if any, completed by the state or a local enforcement agency).
Substituted Disclosures: The following disclosures have or will be made in connection with this transfer, and are intended to satisfy the disclosure obligations of this form, where the subject matter is the same:

☐ Home inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

_____

## 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 Home. Seller hereby authorizes any agent(s), as defined in § 18046 of the Health and Safety Code, 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 Home.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY, AS DEFINED IN § 18046 OF THE HEALTH AND SAFETY CODE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.**

Seller ☒ is ☐ is not occupying the Home.

**A.** The subject Home includes the items checked below which are being sold with the Home:

| | | |
|---|---|---|
| ☒ Range | ☒ Oven | ☒ Microwave |
| ☒ Dishwasher | ☐ Trash Compactor | ☒ Garbage Disposal |
| ☐ Burglar Alarm | ☐ Carbon Monoxide Device(s) | ☒ Fire Alarm |
| ☐ TV Antenna | ☐ Satellite Dish | ☐ Intercom |
| ☒ Central Heating | ☐ Central Air Conditioning | ☐ Wall/Window Air Conditioning |
| ☐ Evaporative Cooler(s) | ☐ Sump Pump | ☐ Water Softener |
| ☐ Porch Decking | ☐ Porch Awning | ☐ Gazebo |
| ☐ Private Sauna | ☐ Private Spa | ☐ Spa Locking Safety Cover |
| ☐ Private Hot Tub | ☐ Hot Tub Locking Cover | ☐ Gas/Spa Heater |
| ☐ Solar/Spa Heater | ☒ Gas Water Heater | ☐ Solar Water Heater |
| ☐ Electric Water Heater | ☐ Bottled Propane | |

**(Continued on page 2)**



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Home Address: 449 W Tefft St #13, Nipomo, CA 93444 Date: 10/28/2025

☐ Carport Awning
☐ Automatic Garage Door Opener(s) ☐ Attached Garage ☐ Detached Garage
☐ Window Secure Bars ☐ # Remote Controls ☐ Window Screens
☐ Earthquake Resistant Bracing System ☐ Bedroom Window Quick Release Mechanism ☒ Washer/Dryer Hookups
☒ Rain Gutters

Exhaust Fan(s) in _____ 220 Volt Wiring in _____
Fireplace(s) in _____ ☐ Gas Starter(s) _____
☒ Roof(s) and type(s): Asphalt Shingles Roof Age (Approximate): 11
☐ Other: _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the home. 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 § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 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.

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): _____

**B.** Are you (the Seller) aware of any significant defects/malfunctions in any of the following in connection with the Home?
☒ Yes ☐ No. If yes, check appropriate space(s) below:
☐ Interior Walls, ☐ Ceilings, ☐ Floors, ☐ Exterior Walls, ☐ Insulation, ☐ Roof(s), ☒ Windows, ☐ Doors, ☐ Home Electrical Systems, ☐ Plumbing, ☐ Porch or Deck, ☐ Porch Steps & Railings, ☐ Other Steps & Railings, ☐ Porch Awning, ☐ Carport Awning, ☐ Other Awnings, ☐ Skirting, ☐ Home Foundation or Support System, ☐ Other Structural Components (Describe: _____

_____

_____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): : Window in the living room doesn't open easily, and will not stay open on its own

**C.** Are you (the 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, or chemical storage tanks on the subject home interior or exterior | ☐ Yes | ☒ No |
| 2. | Room additions, structural modifications, or other alterations or repairs made without necessary permits | ☐ Yes | ☒ No |
| 3. | Room additions, structural modifications, or other alterations or repairs not in compliance with applicable codes | ☐ Yes | ☒ No |
| 4. | Any settling from slippage, sliding or problems with leveling of the home or the foundation or support system | ☐ Yes | ☒ No |
| 5. | Drainage or grading problems with the home, space or lot. | ☐ Yes | ☒ No |
| 6. | Damage to the home or accessory structures being sold with the home from fire, flood, earthquake, or landslides | ☐ Yes | ☒ No |
| 7. | Any notices of abatement or citations against the home or accessory structures being sold with the home | ☐ Yes | ☒ No |
| 8. | Any lawsuits by or against the seller threatening to or affecting the home or the accessory structures being sold with the home, including any lawsuits alleging any defect or deficiency in the home or accessories sold with the home | ☐ Yes | ☒ No |
| 9. | Neighborhood noise problems or other nuisances | ☐ Yes | ☒ No |
| 10. | Any encroachment, easement, nonconforming use or violation of setback requirements with the home, accessory structures being sold with the home, or space | ☐ Yes | ☒ No |

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): _____

**D.** 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 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 as required by Department of Housing and Community Development and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 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.

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 Tenley Gonzalez Tenley Gonzalez Date 11/24/2025

Seller _____ Date _____

Home Address: 449 W Tefft St #13, Nipomo, CA 93444 Date: 10/28/2025

## 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 HOME AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE HOME IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (C.A.R. Form AVID)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent Representing Seller Richard Gonzalez (Please Print) By Richard Gonzalez (Signature) Date 11/24/2025

## 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 HOME, STATES THE FOLLOWING:

☐ See attached Agent Visual Inspection Disclosure (C.A.R. Form AVID)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent Representing Buyer _____ (Please Print) By _____ (Signature) Date _____

## V

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

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

Seller Tenley Gonzalez Date 11/24/2025 Buyer _____ Date _____
Tenley Gonzalez
Seller _____ Date _____ Buyer _____ Date _____

Agent Representing Seller Richard Gonzalez (Please Print) By Richard Gonzalez (Signature) Date 11/24/2025

Agent Representing Buyer _____ (Please Print) By _____ (Signature) Date _____

## VI

§ 1102.3a OF THE CIVIL CODE PROVIDES A PROSPECTIVE BUYER WITH THE RIGHT TO RESCIND THE PURCHASE OF THE MANUFACTURED HOME OR MOBILEHOME FOR AT LEAST THREE DAYS AFTER 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 MANUFACTURED HOME OR MOBILEHOME DEALER OR A REAL ESTATE BROKER IS QUALIFIED TO PROVIDE ADVICE ON THE SALE OF A MANUFACTURED HOME OR MOBILEHOME. IF YOU DESIRE LEGAL ADVICE, CONSULT QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY.

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# SELLER PROPERTY QUESTIONNAIRE

**(C.A.R. Form SPQ, Revised 12/24)**

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:

**NOTE TO SELLER:** YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as ***449 W Tefft St #13*** _____, Assessor's Parcel No. _____, situated in ***Nipomo***, County of ***San Luis Obispo*** California ("Property").

☐ This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s)_____).

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." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.** Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19.**
5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
   Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), 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 the Seller ..... ☐ Yes ☒ No
   **Note: If yes, provide any such documents in your possession to Buyer.**
   Explanation: _____
6. **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 ..... ☐ Yes ☒ No (Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
   **B.** An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... ☐ Yes ☒ No
   **C.** The release of an illegal controlled substance on or beneath the Property ..... ☐ Yes ☒ No
   **D.** Whether the Property is located in or adjacent to an "industrial use" zone ..... ☐ Yes ☒ 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 ..... ☐ Yes ☒ No
   **F.** Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ..... ☐ Yes ☒ No
   **G.** Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☒ No
   **H.** Insurance claims affecting the Property within the past 5 years ..... ☒ Yes ☐ No
   **I.** Matters affecting title of the Property ..... ☐ Yes ☒ No
   **J.** Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3..... ☐ Yes ☒ No
   **K.** Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ..... ☐ Yes ☒ No (See C.A.R. Form WBSA for more information)

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**L.** Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

Explanation, or ☐ (if checked) see attached; 6. H: See previous seller's SPQ

**7. 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 (if No, leave (1) and (2) blank) ..... ☐ Yes ☒ No

(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if, No, leave (2) blank)..... ☐ Yes ☐ No

(2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☐ No

**F.** Whether you purchased the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No

(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☐ No

**Note 1**: If yes to F(1), Seller shall provide in the Explanation below: **(i)** a list of such Improvements and **(ii)** the name and contact information for each contractor who performed services of $1,000 or more.

**Note 2**: If yes to F(1), Seller shall provide in the Explanation below **(i)** a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and **(ii)** for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: See overflow paragraph 1

**8. 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 existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No

**C.** The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No

**D.** An alternative septic system on or serving the Property ..... ☐ Yes ☒ No

**E.** Whether any structure on the Property other than the main improvement is used as a dwelling..... ☐ Yes ☒ No

(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No

(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU)..... ☐ Yes ☐ No

Explanation: See overflow paragraph 2

**9. 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

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ..... ☐ Yes ☐ No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

**B.** Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No

If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

**10. WATER-RELATED AND MOLD ISSUES:** **ARE YOU (SELLER) AWARE OF...**

**A.** Water intrusion, whether past or present, 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

Property Address: 449 W Tefft St #13, Nipomo, CA 93444

**C.** Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

Explanation: *10. A: The master bedroom window had a leak when there was rain. Window was replaced in Dec. 2024*

*10. B: There was mold around the window, in the dry wall, in master bedroom due to leak. The drywall and window were replaced Dec 2024.*

**11. PETS, ANIMALS AND PESTS:** **ARE YOU (SELLER) AWARE OF...**

**A.** Past or present pets on or in the Property ..... ☒ Yes ☐ No
**B.** Past or present 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: *11. A: Past owners had pets.*

*I had a cat for about 6 months in 2024.*

**12. 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
**C.** Use of any neighboring property by you ..... ☐ Yes ☒ No

Explanation:

**13. 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
(1) If yes, are they ☐ automatic or ☐ manually operated.
(2) 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:

**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)** **ARE YOU (SELLER) AWARE OF...**

**A.** Property being a condominium or located in a planned unit development or other common interest subdivision ..... ☐ Yes ☐ No
**B.** Any Homeowners' Association (HOA) which has any authority over the subject property ..... ☐ Yes ☐ No
**C.** Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☐ No
**D.** CC&R's or other deed restrictions or obligations ..... ☐ Yes ☐ No
**E.** 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
**F.** CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ..... ☐ Yes ☐ No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ..... ☐ Yes ☐ No

Explanation: *Section not applicable.*

**15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:** **ARE YOU (SELLER) AWARE OF...**

**A.** Other than the Seller signing this form, any other person or entity with an ownership interest ..... ☐ 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.** 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
**E.** Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ..... ☐ Yes ☒ No
**F.** 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
**G.** 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
**H.** 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:

Property Address: 449 W Tefft St #13, Nipomo, CA 93444

**16. NEIGHBORS/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

**B.** Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ..... ☐ Yes ☒ No

Explanation: _____

**17. GOVERNMENTAL:** **ARE YOU (SELLER) AWARE OF...**

**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

**J.** Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☒ No

Explanation: _____

**18. OTHER**: **ARE YOU (SELLER) AWARE OF...**

**A.** Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ..... ☐ Yes ☒ No

**B.** Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ..... ☐ Yes ☒ No

**C.** Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☒ Yes ☐ No

**D.** Whether the property is tenant occupied ..... ☐ Yes ☒ No

**E.** Whether the Property was previously tenant occupied even if vacant now ..... ☐ Yes ☒ No
If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: *18. C: Yes it is a manufactured home*

**19. MATERIAL FACTS:**

**A.** 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

**B.** ☐ **(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.

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 Tenley Gonzalez *Tenley Gonzalez* Date 11/24/2025

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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CALIFORNIA ASSOCIATION OF REALTORS®

# TEXT OVERFLOW ADDENDUM No. 1

**(C.A.R. Form TOA, Revised 6/23)**

This addendum is given in connection with the property known as 449 W Tefft St #13, Nipomo, CA 93444 ("Property"), in which _____ is referred to as ("Buyer") and Tenley Gonzalez is referred to as ("Seller").

*[SPQ] Seller Property Questionnaire*

*1) 7. Repairs and Alterations – Explanation:*

*7. A: Laminate flooring throughout the house, installed in Feb. 2024. Windows in master bedroom and bathroom replaced in Dec. 2024.*

*7: Kitchen countertops and sink installed in March 2024. Interior paint done by Painting Concepts in Jan. 2024. Fans in living room and both bedrooms installed in Feb 2024. Light fixture in dining room installed in Feb 2024. Reverse Osmosis Installed by Central Coast Drinking water March 2024. Gas connector replaced May 2025.*

*2) 8. Structural, Systems, and Appliances – Explanation:*

*8. A: Property Item Defects*

*Piping: Notice every so often when running the heater or hot water the pipes under the sinks will have a odor.*

*Gutters: the downspout next to the front steps is facing the wrong direction and therefore, water flows into the steps.*

*Windows: The window in the living room does not stay open by itself.*

**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 Tenley Gonzalez Tenley Gonzalez Date 11/24/2025

Seller _____ Date _____

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