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PURCHASE AGREEMENT ADDENDUM

Altair Global assists companies relocating their employees by selling the employees' homes. Although efforts are made to provide prospective buyers with information regarding the property, our knowledge is limited to information collected from a variety of third parties. Individuals considering purchasing a relocating employee's home are advised to carefully assess the suitability of each property, appreciating the finality of closing/settlement.

THIS PURCHASE AGREEMENT ADDENDUM (this "Addendum") is incorporated by reference in the purchase agreement dated _____ between _____

_____ ("Buyer") and
Altair Global Services, LLC d/b/a Altair Global
("Seller") for the land, buildings and improvements
located at:

3244 Sparkler Drive
HUNTINGTON BEACH, CA 92649 ("the Property").

If any term, contradiction or inconsistency exists between the provisions of this Addendum and the provisions of the printed portion of the Purchase agreement, this Addendum shall control, and the contradicting and inconsistent provisions of the purchase agreement shall be deemed modified accordingly. The terms of this Addendum are each material and not a mere recital.

1. **Condition Precedent:** The purchase agreement is subject to Seller acquiring the Property from the relocating homeowner. If Seller does not acquire contractual ownership of the Property on or before the scheduled closing date, Seller may, at its sole option, terminate the purchase agreement. Upon termination, Buyer shall be entitled to return of the earnest money deposit as the sole and exclusive recourse and each party will be released from further liability.

2. **Property Condition:** Buyer acknowledges the Property has been previously occupied and should not be expected to be in the same condition as a new home and that it may contain defects not known or not reasonably subject to being known by Seller, a third-party relocation management company. Buyer further acknowledges and expressly agrees that the Property, including, without limitation, the land, buildings, improvements, appliances, fixtures and the like, of whatever kind and nature, are sold in "as is" condition with defects, known and unknown, if any.

Notwithstanding the foregoing, Buyer has the right and exclusive obligation, at Buyer's sole expense, to conduct any tests, inspections, evaluations, etc., to determine whether Buyer wishes to acquire the Property on the terms set forth in the purchase agreement (as to price and concessions, if any). Seller expressly disclaims any representations and/or warranties, express or implied, regarding the Property including, by way of example and not limitation: size of the buildings and/or improvements (specifically including square footage and dimensions); presence or absence of hazardous, toxic or noxious substances; boundary lines or easements; and, any other matter regarding the legal or physical condition of the premises. If requested, Buyer will execute an acknowledgement at closing, in form and substance satisfactory to Seller, affirming the terms contained in this Addendum.

A. The following is hereby added to the printed portion of the purchase agreement:

"The parties mutually agree that all right, title and interest of Seller in any personal property transferred hereunder shall be deemed transferred under the deed of conveyance to be delivered, but that no part of the purchase price payable hereunder shall be deemed to have been paid by Buyer for the same. If, however, any sales tax is required to be paid in connection with the transfer of such personal property, the same shall be the responsibility of Buyer, which responsibility shall survive the Closing hereunder.

3. **Property Disclosures and Assessments:** Seller has never occupied the Property and makes the following disclosures to its knowledge based entirely on information provided by third-parties including the former owner(s) and the licensed or trades professional(s) named in the assessment report(s) provided to Buyer. Buyer acknowledges receipt and review of the following documents:

Disclosure & Assessment Documents	Prepared by:	Check if N/A	Dated	No. of Pages
Altair Global Homeowner's Disclosure Statement	Former Owner		12/04/2023	4
State/Local Seller's Disclosure Statement	Former Owner		12/29/2023	45
Lead-based Paint Disclosure	Former Owner		12/04/2023	1

Seller's Lead Paint Disclosure	Altair Global		Contract Date	1
Radon Warranty/Inspection	GlobeSpec		12/06/2023	3
General Home Inspection	Worldwide ERC Relocation Property Assessment		01/12/2024	15
Termite/Pest Inspection	Nexgen Exterminating		01/12/2024	6
Proof of Repairs	Former Owner		01/19/2024	5
Moisture Intrusion/Fungal Disclaimer	GlobeSpec		01/12/2024	1
Septic Inspection		N/A		
Pool/Spa/Hot Tub Report		N/A		
Underground Storage Tank		N/A		
Other:		N/A		

Moreover, unless expressly noted, Seller disavows any knowledge, actual or constructive, regarding the absence, presence and/or concentration of any hazardous, toxic or noxious substance including, by way of example and not limitation, radon gas, asbestos, lead-based paint or any other substance of whatever kind and nature; provided, however, that Buyer may not interpret Seller's lack of knowledge or disavowal as a representation that the Property is free of any substance. If the improvements were constructed prior to 1978, Buyer acknowledges receipt of the EPA-produced pamphlet Protect Your Family from Lead-Based Paint.

4. **Right to Inspect:** Buyer acknowledges the right and exclusive obligation, at Buyer's sole expense, to have the Property inspected and evaluated by qualified professionals of Buyer's choosing. Seller grants Buyer and Buyer's consultants the right to access the Property at reasonable times and notice. If Buyer objects to the Property on the basis of any inspection on or before the expiration date, the purchase agreement may be terminated without legal or equitable recourse by either party, each releasing the other from further liability except for the return of Buyer's deposit provided that Buyer has notified Seller, in writing, of specific objections and delivered copies of any reports Buyer commissioned. Buyer's failure to do so will be deemed an acceptance of the Property and Buyer shall be legally obligated to perform. Inspections shall be completed and written notice of objections, if any, delivered to Seller within 10 CALENDAR days after the contract effective date.

5. **Walk-through Inspection:** Buyer shall conduct a walk-through inspection of the Property at least three (3) BUSINESS days prior to closing and must notify Seller, in writing, if the Property is not in substantially the same condition as when the purchase agreement was written. Requests for damage occurring between contract and closing dates must be submitted at least 3 BUSINESS days

prior to closing. Seller shall have the option of (i) making the repair, (ii) giving Buyer a cash credit at closing (subject to lender restrictions) or (iii) terminating the purchase agreement and returning Buyer's deposit in which case the parties expressly agree to release one another from any further liability and obligation. If Buyer fails in the obligation to inspect the Property and does not notify Seller of any damage, then Buyer shall be deemed to have accepted the Property in its present condition and Seller is relieved of any and all liability on the transfer of title.

6. **Release of Liability:** Closing constitutes acceptance and a waiver of the right to object to the physical or legal condition of the Property. Upon the transfer of title, Buyer expressly and irrevocably accepts the Property in "as is" condition, with all faults and defects, if any, and discharges, releases, acquits and holds harmless Seller, its officers, directors, employees and agents from and against any liability as to the legal and physical condition of the Property. This release shall extend to any corporation, limited liability company, firm, partnership, joint venture and individual who may be liable by and through any covered entity and extends to any and all claims, liabilities, losses and demands, of any kind and nature whatsoever, which may arise from any condition, known or unknown, regarding the legal or physical condition of the Property. Should Buyer bring any claim, suit or demand post-closing, Seller shall be entitled to a dismissal on motion for summary judgment with all costs, including reasonable attorneys' fees, assessed to Buyer. The terms of this release of liability and indemnity are material terms that shall survive closing.

7. **Transfer of Title:** The final settlement shall occur on or before _____. At closing, title shall be delivered by conveyance common in the locale but with warranties of title, if any, limited solely to the term of Seller's ownership¹ (e.g., special or

¹ In Michigan, at Seller's option, title may be conveyed by a Deed "C."

limited warranty deed, grant deed, etc.). Legal title to the Property may be conveyed by someone other than Seller including Seller's nominee, National Residential Nominee Services, Inc.,² or by deed from the former occupying owner. The preliminary title order including issuance of the title commitment and preparation of the deed has been placed with the entity specified below.

8. **Closing Agent:** Seller has conducted an examination of title to the Property and selected a closing agent to represent Seller's interest and issue the title policy. Although Buyer may be entitled to select the closing/settlement agent of choice, utilizing Seller's selected closing/settlement agent may expedite closing and avoid additional expense. Seller will not pay any duplicative title expenses. Seller's title/closing agent is

Fidelity National Title Company
Nancy Shenouda
1300 Dove Street Suite 300
Newport Beach, CA 92660
Phone: 949-788-2891
Fax: 949-788-2889

9. **Concessions:** Concessions, including but not limited to closing costs and discount points, paid by the Seller on Buyer's behalf, if any, shall not exceed \$_____. Buyer waives claims to excess funds, if any.

10. **Prorations:** All prorations are final. Property taxes will be prorated in accordance with local custom using the latest official data available and will be final at closing. Taxes will be estimated (based on the sales price or other information deemed reliable in Seller's reasonable discretion) when the Property has not yet been assessed as improved. Under no circumstances will tax escrows or adjustments be permitted after closing regardless of the accuracy of the information used.

11. **Additional Conditions:** In addition to those matters set forth in the purchase agreement, the Property is sold subject to the following conditions:

- A. liens for taxes, water charges and sewer rents for which adjustment is made at the closing;
- B. any judgments of record, liens for unpaid franchise taxes of any corporation in the chain of title to the Property, and liens for estate, inheritance or similar taxes of any individual or entity in the chain of title, provided that Buyer's title insurance company shall be willing to insure against collection of the same out of the Property;

C. possible encroachments of walls, retaining walls, stoops, railings, trim, hedges and fences, and variations between record lines and hedges, fences, stoops, railings, trim and retaining walls;

D. violations of record, if any, issued against the Property after the date hereof;

E. variations between record lot lines and those shown on the tax map of the political subdivision in which the Property is located;

F. covenants, restrictions, reservations, consents, easements (including, but not limited to, gas, electric and telephone lines), and all other matters of record, if any, provided the same do not prohibit the maintenance of the existing improvements; and,

G. any statement of facts an accurate survey would disclose, provided the same does not materially impair the use of the Property as a single family residence.

12. **Notices:** Any written notice, demand, receipt or other communication to any party under this Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided delivery is confirmed), or by a recognized overnight courier service (e.g., Federal Express, UPS, DHL, etc.) with confirmed receipt or by certified or registered United States Mail, postage prepaid, return receipt required and sent to the following:

If to Seller:
 3201 Dallas Pkwy Ste 1200
 Frisco, TX 75034

If to Buyer:

13. **Counterparts:** The purchase agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single contract.

14. **Governing Law:** The provisions of the purchase agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

15. **Delayed Closing: Buyer Default:** Time is of the essence. Buyer will exercise best efforts to close this transaction on the date specified. If Buyer fails to close by the scheduled date for any reason other than an inability to obtain financing or Seller's failure to deliver marketable title, Buyer will pay Seller an

² National Residential Nominee Services, Inc. has no direct or indirect liability for the covenants, obligations or undertaking of Seller under the purchase agreement.

amount equal to 1.5% of the sales price per month prorated on a per diem basis for each day that closing is delayed, as liquidated damages and not as a penalty.

16. **Recordation:** The purchase agreement may not be recorded by Buyer and any attempt to do so shall be deemed a material default entitling Seller to liquidated damages.

17. **Execution:** The purchase agreement shall not be binding upon either party nor shall either party have any obligation to the other party unless and until each party has executed a copy of the purchase agreement and this Addendum and thereafter unconditionally delivered it to the other party.

18. **Representation:** Each Buyer represents that he or she (i) has never filed a petition in bankruptcy and, to the best of his or her knowledge, (ii) has no judgments pending against him or her and (iii) knows of no reason why a lending institution would not approve the mortgage financing specified in the purchase agreement.

19. **Broker Acknowledgement:** The real estate agents for Buyer and Seller acknowledge that entitlement to a real estate commission is expressly

conditioned on the sale of the Property. If, for any reason whatsoever, this sale does not go to final settlement, Seller shall have no obligation to pay a broker's commission. If the listing broker has agreed to pay a referral fee to Seller, a Texas-licensed real estate broker, the closing/settlement agent is authorized to deduct the referral fee from the broker's commission at closing and remit it directly to Altair Global.

20. **Privacy Statement:** Buyer and Seller hereby agree: (i) to authorize and direct any title company or closing agent providing services in connection with this transaction (the "Closing Agent") to furnish directly to Fidelity Residential Solutions, Inc. ("FRS") a copy of any Closing Disclosure generated in connection with the closing of this transaction whether unsigned or signed by the parties showing both the Buyer's and Seller's sides of the transaction; (ii) that the Closing Agent shall have no liability under the Gramm-Leach-Bliley Act, any other statute or regulation relating to privacy or information disclosure or otherwise as a result of its compliance with this direction to release aforementioned Closing Disclosures to FRS; and (iii) that FRS may furnish such Closing Disclosures to any relocation company or employer requesting it to process or report this relocation transaction.

BUYER Date

BUYER Date

LISTING AGENT Date

SELLING AGENT Date

SELLER - ALTAIR GLOBAL Date



Property Disclosure

CONCERNING THE PROPERTY AT: 3244 Sparkler Drive HUNTINGTON BEACH, CA USA 92649
 FILE NUMBER: 2023-35899

Although disclosure laws vary from state to state, Altair Global requires each homeowner/seller to divulge any information not readily observable that could affect the property's use, value, enjoyment or marketability. In completing this Property Disclosure, think about what you would want to know if you were buying the property today and if you need more space for additional information, comments, explanations, attach additional sheets. This Property Disclosure will be provided to – and may be relied upon – by prospective buyers but is neither a warranty – that is expressly disclaimed – nor substitute for inspections or warranties the buyer may wish to obtain.

The Property is ☒ owner occupied ☐ tenant occupied ☐ unoccupied.

Year Constructed: 1980

Year Purchased: 2019

Est. Lot Size: 1873

Yes No Don't Know

1. Structures; Systems; Appliances:

- (a) Are the structures, including roofs; ceilings; walls (interior and exterior); doors; windows; and foundation structurally sound and free of leaks? x
- (b) Are the interior living areas free of damage, soiling and odors from household pets? x
- (c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, (i.e., operating in the manner in which the item was designed to operate)? x
- (d) Are any of the appliances/solar panels leased? If yes, specify _____ x
- (e) If any answer to questions 1(a) – 1(c) is no, or 1(d) is yes, please explain: _____ x

- (f) Property exterior is constructed of: ☒ Brick ☒ Stucco: Type wire/stucco
☐ Composite Siding ☐ Vinyl Siding ☐ Wood Siding ☐ Stone

2. Termites; Other Wood-Destroying Organisms; Pests:

- (a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them? x
- (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests? x
- (c) Do you have a current pest treatment contract? If yes, please provide a copy. x
- (d) If any answer to questions 2(a) - 2(b) is yes, please explain: _____ x

3. Water Intrusion; Drainage; Flooding:

- (a) Has past or present water intrusion affected the Property? x
- (b) Have past or present drainage or flooding problems affected the Property? x
- (c) Has the property ever been inspected or treated for, or is there currently any evidence of mold or contamination from fungi? x
- (d) Is any of the Property located in a special flood hazard area? x
- (e) Does your lender require flood insurance? x
- (f) Do you have an elevation certificate? If yes, please attach a copy. x
- (g) If any answer to questions 3(a) – 3(e) is yes, please explain: _____ x

4. Insurance:

- (a) Have any insurance claims been submitted for repairs that have not been completed? x
 If yes to 4(a), please explain: _____

	Yes	No	Don't Know
5. Plumbing:			
(a) What is your drinking water source? <input checked="" type="checkbox"/> public private well other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?		<input checked="" type="checkbox"/>	
(c) Do you have a water treatment system? If yes, is it owned leased?		<input checked="" type="checkbox"/>	
(d) Do you have a <input checked="" type="checkbox"/> sewer or private septic system? If a private septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells not in current use located on the Property?		<input checked="" type="checkbox"/>	
(f) Have there been any plumbing leaks since you have owned the Property?		<input checked="" type="checkbox"/>	
(g) Are any polybutylene pipes used in construction of the Property?			<input checked="" type="checkbox"/>
(h) If any answer to questions 5(b), 5(c), and 5(e) - 5(g) is yes, please explain: _____ _____ _____			
6. Pools; Hot Tubs; Spas:			
(a) If the Property has a swimming pool, hot tub, or spa indicate whether there are any existing safety feature(s): pool barrier enclosure safety pool cover door and window exit alarms door locks none <input checked="" type="checkbox"/> other HOA common pool/soa _____			
(b) Are the pool, hot tub and/or spa structurally sound and free of leaks?	<input checked="" type="checkbox"/>		
(c) Are the pool, hot tub and/or spa and attendant equipment in proper working order?	<input checked="" type="checkbox"/>		
(d) Has an in-ground pool on the Property been demolished and/or filled? If the answer to question 6(b) or 6(c) is no, please explain: _____ _____ _____		<input checked="" type="checkbox"/>	
7. Settling; Storm Damage:			
(a) Has the Property or adjacent properties ever sustained any damage from settling, soil movement (including landslides, mudslides, etc.) or sinkhole(s)?		<input checked="" type="checkbox"/>	
(b) Has the Property sustained any damage from earthquake, hurricane, any named storm, tornado or other natural disaster?		<input checked="" type="checkbox"/>	
(c) If the answer to question 7(a) is yes, please explain: _____ _____ _____			
8. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:			
(a) Are there any deed or homeowners' restrictions?		<input checked="" type="checkbox"/>	
(b) Are there any proposed changes to any of the restrictions?		<input checked="" type="checkbox"/>	
(c) Are there any resale or leasing restrictions (e.g., right of refusal, etc.)?		<input checked="" type="checkbox"/>	
(d) Is membership mandatory in a homeowners' association?	<input checked="" type="checkbox"/>		
(e) Are fees charged by the homeowners' association?	<input checked="" type="checkbox"/>		
(f) Are any driveways, walls, fences, or other features shared with adjoining landowners? If Yes, please attach copies of use and maintenance agreements.	<input checked="" type="checkbox"/>		
(g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?		<input checked="" type="checkbox"/>	
(h) Are there boundary line disputes or easements affecting the Property?		<input checked="" type="checkbox"/>	
(i) Access roads are <input checked="" type="checkbox"/> private public? If private, describe the terms and conditions of the maintenance agreement and provide a copy: _____ owned by HOA			
(j) If any answer to questions 8(a) - 8(h) is yes, please explain: _____ Common townhome wall, HOA monthly fees required			

	Yes	No	Don't Know
9. Environmental:			
(a) Was the Property built before 1978? If yes, please complete Lead-Based Paint Disclosure.			X
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?			X
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?			X
(d) Are any waste dumps or other environmentally sensitive areas located on, adjacent to or near the Property?			X
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____ _____ _____			
10. Governmental:			
(a) Is there any pending, threatened or contemplated litigation affecting the Property?			X
(b) Are there any zoning violations or nonconforming uses?			X
(c) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property?			X
(d) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property?			X
(e) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property?			X
(f) Are any improvements, including additions, located below the base flood elevation?			X
(g) Have any improvements been constructed in violation of applicable local flood guidelines?			X
(h) Have any improvements or additions to the Property, by you or by others, been constructed in violation of building codes or without necessary permits?			X
(i) Are there any active permits on the Property that have not been closed by a final inspection?			X
(j) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements?			X
(k) If any answer to questions 10(a) - 10(j) is yes, please explain: _____ _____ _____			

Other Matters; Additional Comments: If you need additional space, check the box and attach a separate sheet(s) to explain any comments noted in this Property Disclosure. Please reference the number and letter of each corresponding item.

Please attach copies of any reports (including, by way of example and not limitation, building permits, certificates of occupancy, maintenance contracts, notices, shared usage agreements, surveys, title insurance policies, warranties, etc.) you are aware of or have in your possession.

Seller Acknowledgement: Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller. Seller authorizes Altair Global to provide this disclosure statement to real estate licensees and prospective buyers of the Property. Seller understands and acknowledges Seller's ongoing obligation to promptly notify Altair Global in writing if any information set forth in this disclosure statement becomes inaccurate, incorrect or incomplete. Seller shall indemnify, defend, and hold Altair Global harmless from and against any and all claims (including liabilities, law suits, demands, reasonable attorney fees, and other expenses) for monetary loss or damage to property or injuries (including death) to any person, arising out of Seller's failure to fully disclose any existing condition under this Property Disclosure.

DocuSigned by:
Seller: William G Heckerroth William G Heckerroth **Date:** 12/4/2023
 0658AD3AA59D4C2 (signature) (print)

DocuSigned by:
Seller: Fonda Heckerroth Fonda Heckerroth **Date:** 12/4/2023
 FDA6E5CD2F20452 (signature) (print)

Altair Global acknowledges receipt of this Property Disclosure.

DocuSigned by:
Michelle Reed Michelle Reed **Date:** 12/5/2023
 BCF67BD8D1A4A4 (signature) (print)

Buyer Acknowledgement: This Property Disclosure has been prepared by the prior occupying owner – with knowledge of the Property – and not by Altair Global or any real estate licensee. It is not a guarantee or warranty of any kind by Altair Global, that is expressly denied, nor is it a substitute for any inspections, warranties, or professional advice you may wish to obtain. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This Property Disclosure is provided solely to satisfy Altair Global's disclosure obligations under applicable law. Buyer releases, acquits and forever discharges Altair Global from and against any matters contained in, misstated or omitted from this Property Disclosure.

Buyer acknowledges that Buyer has received, read and understands this Property Disclosure.

Buyer: _____ **Date:** _____
 (signature) (print)

Buyer: _____ **Date:** _____
 (signature) (print)



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDITIONAL AGENT ACKNOWLEDGEMENT (C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☒ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other _____ ("Agreement"), dated 12/28/2023, on property known as 3244 Sparkler Dr, Huntington Beach, CA 92649 between _____ ("Buyer/Tenant/Broker") and William G. Heckerroth, Trustee, Fonda G. Heckerroth, Trustee ("Seller/Landlord/Broker").

1. Check **ONE** box **ONLY**. If more than one applies, use separate forms for each.

A. ☒ Multiple Associate-Licensees working with Seller/Landlord;

OR B. ☐ Multiple Associate-Licensees working with Buyer/Tenant;

2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:

Real Estate Broker name: Seven Gables Real Estate

If applicable, Team Name: _____

B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.

C. Agent BarbraSue Miller DRE Lic # 01905589

Agent Lisa Dowell DRE Lic # 01871378

Agent _____ DRE Lic # _____

Agent _____ DRE Lic # _____

Agent _____ DRE Lic # _____

3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord William G. Heckerroth, William G. Heckerroth, Trustee Date 12/28/2023

Seller/Landlord Fonda G. Heckerroth, Fonda G. Heckerroth, Trustee Date 12/28/2023

Seller's Brokerage Firm Seven Gables Real Estate DRE Lic. # 00745605

By Lisa Dowell Lisa Dowell DRE Lic. # 01871378 Date 12/28/2023

BarbraSue Miller BarbraSue Miller DRE Lic. # 01905589 12/28/2023

Buyer's Brokerage Firm _____ DRE Lic. # _____

By _____ DRE Lic. # _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020



Seven Gables Real Estate Affiliated Business Arrangement Disclosure Statement

Date: 12/28/2023

To: _____ (“Buyer”) and

William G. Heckeroth, Trustee, Fonda G. Heckeroth, Trustee (“Seller”)From: Seven Gables Real Estate Property: 3244 Sparkler Dr, Huntington Beach, CA 92649

This is to give you notice that House of Seven Gables Real Estate, Inc. doing business as Seven Gables Real Estate has a business relationship with Alliance Mutual Escrow, Inc., Advantage One Escrow, Inc., Primco Mortgage, LLC and Priority NHD LLC and each may refer to you the services of another. The shareholders of Seven Gables Real Estate also have an ownership interest in Alliance Mutual Escrow, Inc. and Priority NHD LLC. House of Seven Gables Real Estate, Inc. owns 100% of Advantage One Escrow, Inc and 49% of Primco Mortgage, LLC. Because of these relationships, the referral of a customer (including you) by any of the companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

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.

Service Provider	Service Provided	Charge or Range of Charges
Alliance Mutual Escrow, Inc.	Escrow Services	Base fee of \$240.00 + \$2.00 per One Thousand Dollars based on a sales price up to \$1 million, then \$1.00 per One Thousand Dollars over \$1 million Seller additional fees range between \$150.00-\$250.00 Buyer additional fees range up to \$500.00
Advantage One Escrow, Inc.	Escrow Services	Base fee of \$240.00 + \$2.00 per One Thousand Dollars based on the sales price up to \$1 million, then \$1.00 per One Thousand Dollars over \$1 million Seller additional fees range between \$150.00-\$250.00 Buyer additional fees range up to \$500.00
Priority NHD LLC	Property Disclosure Services	\$69 - \$119 per property
Primco Mortgage, LLC	Loan Origination Fee	0 – 3% of the loan amount (includes third party fees)

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the companies identified above may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Buyer Signature _____ (Date)

Buyer Signature _____ (Date)

Rev. 6.3.21

William G. Heckeroth, 12/28/2023
Seller Signature William G. Heckeroth, Trustee (Date)

Fonda G. Heckeroth, 12/28/2023
Seller Signature Fonda G. Heckeroth, Trustee (Date)



CALIFORNIA
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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)

(C.A.R. Form AS, Revised 12/21)

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

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

2. SELLER'S INFORMATION:

A. **PROPERTY ADDRESS** (property being transferred): 3244 Sparkler Dr, Huntington Beach, CA 92649 ("Property")

B. **TRANSFEROR'S NAME:** William G. Heckerroth, Trustee ("Transferor")

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

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

A. ☐ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

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

4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

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

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

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. ☒ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.

5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)

A. Social Security No., or Federal Employer Identification No. (TIN) _____

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

C. Telephone Number _____

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

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

By William G. Heckerroth, Trustee Date 12/29/2023

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

William G. Heckerroth Trustee
Typed or printed name Title (If signed on behalf of Entity Transferor)

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

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

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

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



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

FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Buyer's Initials _____ /

Seller's Initials _____

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CALIFORNIA
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SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)

(C.A.R. Form AS, Revised 12/21)

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

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

2. SELLER'S INFORMATION:

A. **PROPERTY ADDRESS** (property being transferred): 3244 Sparkler Dr., Huntington Beach, CA 92649 ("Property")

B. **TRANSFEROR'S NAME:** Fonda G. Heckerroth, Trustee FCAT ("Transferor")

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

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

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

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

4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

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

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

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. ☒ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.

5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)

A. Social Security No., or Federal Employer Identification No. (TIN) _____

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

C. Telephone Number _____

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

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

By Fonda G. Heckerroth, Trustee Date 12/29/2023
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Fonda G. Heckerroth Trustee
Type typed or printed name Title (If signed on behalf of Entity Transferor)

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

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

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

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



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

FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Initials _____ /

Seller's Initials FGH





AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)
For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 12/21)

This inspection disclosure concerns the residential property situated in the City of Huntington Beach,
 County of Orange, State of California, described as 3244 Sparkler Dr
Huntington Beach CA 92649 ("Property").

☐ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for all units (or ☐ only unit(s) _____).

Inspection Performed By (Real Estate Broker Firm Name) Seven Gables Real Estate

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Inspection Performed By (Real Estate Broker Firm Name) Seven Gables Real Estate

Inspection Date/Time: 12-29-23; 1:04

Weather conditions: cloudy, mild sun

Other persons present: Fonda and William Heckerath, Josh - Photographer

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

Entry (excluding common areas): recessed light tile flooring, Carbon ?
Smoke detectors noted, Closet noted

Living Room: tile flooring, fireplace (gas) shelves noted, pull-down
shades / built-in shelf unit.

Dining Room: light fixture / tile flooring

Kitchen: Stainless Steel
Quartz counter tops, tile flooring, Samsung gas range
recessed lights, stainless steel Samsung dishwasher
Samsung ss / front display fridge. built-in microwave noted

Other Room:

Hall/Stairs (excluding common areas): furnace, ceiling fan at landing, cable
railing / smoke detector missing, Carbon monoxide
wood stairs / windows noted.

Bedroom # 1: Primary / balcony / primary closet, discolored paint near
windows, Laminated flooring, recessed lights, walk
in closet, smoke detector noted

Bedroom # 2: 1st on right from Hall, Laminated flooring,
Smoke detector noted, mirrored closet doors,
Slider door w/ shades / Balcony noted

Bedroom # 3: end of Hall, Laminated flooring, mirrored
closet doors, Smoke detector noted, recessed light &
balcony noted / shared w/ Bedroom 2.

Bath # 1: at entry, tile flooring / 1/2 Bath.

Bath # 2: en-suite to primary, tile flooring, recessed lights
tile in shower noted

Bath # 3: Hall / upstairs tile flooring / bath tub noted

Other Room:



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.

Other:

Windows in Primary are c-85/film for cooling. All windows and sliders are double paned.

Other:

Other:

walkway/exit to front door: Landscaped with fern, succulents and various plants, shrubs, acacia tree. eave: above front door has peeling paint, which is cracked

☐ See Addendum for additional rooms/structures:

Garage/Parking (excluding common areas): paved driveway / 200 outlet / EV charger

Exterior Building and Yard - Front/Sides/Back: front: HOA - Stucco peeling, landscaped area / Subject is an end-unit 200- slip 40' x 10', 6' x 6' pool. Built in 2000 / shaded plant / raised structure

Other Observed or Known Conditions Not Specified Above: common area: dumpster, playground / beach area noted / green pool - a walkway note: exit of marina from entryway. Stairs on patio corner

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection) Seven Gables Real Estate

By

Lisa Dowell

Date 12-29-23

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer

Date

Buyer

Date

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Seller

WGHT FGHT

Real Estate Broker (Firm Representing Seller) Seven Gables Real Estate

By

Barbra Sue Miller Lisa Dowell

Date 12-29-23

(Associate Licensee or Broker Signature)

Barbra Sue Miller

12/29/2023

Real Estate Broker (Firm Representing Buyer)

By

Date

(Associate Licensee or Broker Signature)

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AVID REVISED 12/21 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)





BUYERS HOMEOWNERS' ASSOCIATION ADVISORY

(C.A.R. Form BHAA, 6/23)

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 meets 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.

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.



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. 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 be 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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BHAA 6/23 (PAGE 2 OF 2)





CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INVESTIGATION ELECTIONS No. 1

(C.A.R. Form BIE, Revised 12/21)

Property Address: 3244 Sparkler Dr, Huntington Beach, CA 92649

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between buyer and seller.

A. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBBA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

C. BROKER ADVICE: 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.

IF ANY BOX BELOW IS CHECKED, BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.

D. BUYER INVESTIGATION: Buyer represents and agrees that Buyer has independently considered the available Inspections and Investigations and AT THIS TIME has decided to order only those Inspections and Investigations checked below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate any of these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

1. ☐ GENERAL HOME INSPECTION
2. ☐ WOOD DESTROYING PESTS
3. ☐ CHIMNEY
4. ☐ ELECTRICAL
5. ☐ HEATING/AIR CONDITIONING
6. ☐ LEAD PAINT
7. ☐ PLUMBING
8. ☐ SQUARE FOOTAGE
9. ☐ STRUCTURAL
10. ☐ EASEMENTS/ENCROACHMENTS
11. ☐ FOUNDATION/SLAB
12. ☐ LOT SIZE
13. ☐ BOUNDARIES
14. ☐ POOL/SPA
15. ☐ ROOF
16. ☐ SEWER
17. ☐ SEPTIC SYSTEM
18. ☐ SOIL STABILITY
19. ☐ SURVEY
20. ☐ TREE/ARBORIST
21. ☐ WELL
22. ☐ WATER SYSTEMS AND COMPONENTS

23. ☐ RADON GAS
24. ☐ FORMALDEHYDE
25. ☐ ASBESTOS
26. ☐ METHANE GAS
27. ☐ MOLD
28. ☐ PERMITS
29. ☐ PUBLIC RECORDS
30. ☐ ZONING
31. ☐ GOVERNMENT REQUIREMENTS
32. ☐ VACANT LAND/CONSTRUCTION FINANCING
33. ☐ CONSTRUCTION COSTS
34. ☐ AVAILABILITY OF UTILITIES
35. ☐ ENVIRONMENTAL SURVEY
36. ☐ NATURAL HAZARDS REPORTS
37. ☐ SUBDIVISION OF PROPERTY
38. ☐ USAGE (INCLUDING ADUs)
39. ☐ INSURABILITY
40. ☐ OTHER _____
41. ☐ OTHER _____
42. ☐ OTHER _____

Buyer _____ Date _____

Buyer _____ Date _____

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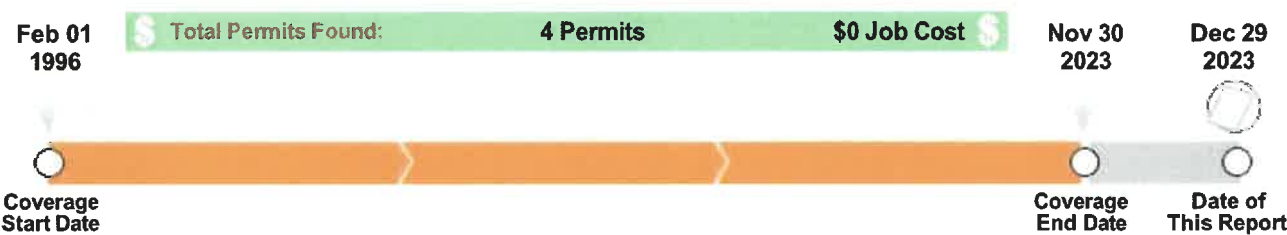
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Permit Timeline Report

3244 SPARKLER DR HUNTINGTON BEACH CA 92649

This CRES Permit Timeline Report contains the following information:



CRES searched the BuildFax national database of building permits, and identified the following permit-issuing authority for 3244 SPARKLER DR HUNTINGTON BEACH CA 92649:

Huntington Beach, Dept. of Building and Safety
2000 Main St
Huntington Beach, CA 92648
(714) 536-5241

No other permit records found between Feb 01, 1996 and Nov 30, 2023.

BuildFax matched 3244 SPARKLER DR HUNTINGTON BEACH CA 92649 to the following address from the source shown above: 3244 Sparkler Dr, HUNTINGTON BEACH, CA . Please see the last page of this report for additional information and disclaimers.



PERMIT TIMELINE REPORT
DETAILED PROPERTY IMPROVEMENTS HISTORY

3244 SPARKLER DR HUNTINGTON BEACH CA 92649

DISCLAIMER

Part 2 of 3

BuildFax has 1 expired/canceled/void permit on this property which will not be reflected in permit counts or job cost totals.

By using this report you agree to be bound by the following: If this report was furnished by a real estate professional, I understand that the information was gathered by outside third parties and that the existence, or absence of permit data is not verified. I agree to hold the real estate professional harmless for any errors or omissions in this report and am aware that I need to personally confirm the accuracy of this report through other sources, including directly from the city/county/parish or other entity that is responsible for issuing permits for the subject property.



PERMIT TIMELINE REPORT
DETAILED PROPERTY IMPROVEMENTS HISTORY

3244 SPARKLER DR HUNTINGTON BEACH CA 92649

PERMIT RECORDS

Part 3 of 3

Below are the details on all permits found on this property.

2021

Permit #: E2021-000952

Description:	ELECT FOR ROOFTOP A/C	Applied date:	Feb 17, 2021
Permit status:	Finalized	Status date:	Feb 17, 2021
Permit Type:	Residential Electrical		
Job Cost:	\$ 0.00		

Permit #: M2021-000953

Description:	MECH FOR NEW ROOFTOP A/C - ***LESS THAN 20 LBS LIVE LOAD PER SF; PAD SIZE 36"X48" - EQUIPMENT WEIGHT = 162 LBS***	Applied date:	Feb 17, 2021
Permit status:	Finalized	Status date:	Feb 17, 2021
Permit Type:	Residential Mechanical		
Job Cost:	\$ 0.00		

2019

Permit #: E2019-006295

Description:	ELEC. FOR (N) 200 AMP MPU	Applied date:	Sep 06, 2019
Permit status:	Finalized	Status date:	Sep 06, 2019
Permit Type:	Residential Electrical		
Job Cost:	\$ 0.00		

Contractors

LUX ELECTRIC, LADERA RANCH, CA

2011

Permit #: M2011-006640 [Expired/Canceled/Void]

Description:	R/R 30k BTU FURNACE 80%	Applied date:	Nov 15, 2011
Permit status:	Expired	Issued date:	Nov 15, 2011
Permit Type:	Mechanical	Status date:	Nov 15, 2011
Job Cost:	\$ 0.00		

2000

Permit #: B071771

Description:	FRAME & INSTALL NEW WINDOW IN EXSTG WALL, 54HX60W, DUAL GLAZED, ALUMINUM FRAME, NAIL-IN, 2ND STORY, STUCCO EXTR.	Applied date:	Feb 09, 2000
Permit status:	Finalized	Issued date:	Feb 09, 2000
Permit Type:	Building	Completed date:	May 23, 2000
Job Cost:	\$ 0.00	Status date:	Feb 09, 2000



PERMIT TIMELINE REPORT
DETAILED PROPERTY IMPROVEMENTS HISTORY

3244 SPARKLER DR HUNTINGTON BEACH CA 92649

DISCLAIMER

BuildFax has 1 expired/canceled/void permit on this property which will not be reflected in permit counts or job cost totals.

By using this report you agree to be bound by the following: If this report was furnished by a real estate professional, I understand that the information was gathered by outside third parties and that the existence, or absence of permit data is not verified. I agree to hold the real estate professional harmless for any errors or omissions in this report and am aware that I need to personally confirm the accuracy of this report through other sources, including directly from the city/county/parish or other entity that is responsible for issuing permits for the subject property.

Signature: _____

Report Serial Number: 20231229234548991154-IXETW0-650653051

Report Generated on 29th December 2023 11:45PM EST

This report will be available for approximately 180 days from the date shown above.

Permalink: <https://delivery.buildfax.com/reports/files/>

[BuildFaxReport_20231229234548991154-IXETW0-650653051.html](https://delivery.buildfax.com/reports/files/BuildFaxReport_20231229234548991154-IXETW0-650653051.html)



NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:

3244 SPARKLER DR, HUNTINGTON BEACH, CA, 92649 ("PROPERTY")

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

The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

Yes: ☐ No: ☒ Do not know and information not available from local jurisdiction: ☐

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to section 8589.5 of the Government Code.

Yes: ☒ No: ☐ Do not know and information not available from local jurisdiction: ☐

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of section 51182 of the Government Code.

Yes: ☐ No: ☒

High FHSZ in a state responsibility area ☐

Very High FHSZ in a state responsibility area ☐

Very High FHSZ in a local responsibility area ☐

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to section 4142 of the Public Resources Code.

Yes: ☐ No: ☒

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

Yes: ☐ No: ☒

A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

Yes (Landslide Zone): ☐ No: ☒ Map not yet released by the state: ☐

Yes (Liquefaction Zone): ☒ No: ☐ Map not yet released by the state: ☐

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s): William G. Heckerroth Date: 12/28/2023

Signature of Seller(s): Fonda G. Heckerroth, William G. Heckerroth, Trustee Date: 12/28/2023

Seller's Agent(s): Barbra Sue Miller Date: 12/28/2023

Seller's Agent(s): Lisa Dowell Date: 12/28/2023

Check only one of the following:

☐ Sellers(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the sellers(s) and agent(s).

☒ Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

This statement was prepared by the following third-party disclosure provider: PriorityNHD on 12/28/23

Buyer represents that Buyer has read and understands this document. Pursuant to Section 1103.8 of the Civil Code, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

By signing below, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.prioritynhd.com/resources.

Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ 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 6/23)

BUYER RIGHTS AND DUTIES:

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

YOU ARE 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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A. Investigation of Physical Conditions

- 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.

2. **ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.
3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited



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

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

- 12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 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](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. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
13. **RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that



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

14. **SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
15. **VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
16. **SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
17. **WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
18. **1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 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 inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 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 CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8,



2011. See title 12 Code of Federal Regulations § 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. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **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.

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 read, understands and received a copy of all 15 pages of this Advisory.

BUYER _____ Date _____
BUYER _____ Date _____
SELLER William G. Heckerroth, William G. Heckerroth, Trustee Date 12/28/2023
SELLER Fonda G. Heckerroth, Fonda G. Heckerroth, Trustee Date 12/28/2023

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OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (C.A.R. Form SFLS, 12/20)

Property Address: 3244 Sparkler Dr, Huntington Beach, CA 92649 ("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 structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a 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, and 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				<input type="checkbox"/>
Multiple Listing Service	1673	1872	from Realist Link through MLS	<input checked="" type="checkbox"/>
Seller			Measurement comes from the following source:	
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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 William G. Heckerroth, William G. Heckerroth, Trustee Date 12/28/2023

Seller Fonda G. Heckerroth, Fonda G. Heckerroth, Trustee Date 12/28/2023

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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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/23)

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 3244 Sparkler Dr, Huntington Beach, CA 92649, Assessor's Parcel No. 178-706-31, situated in Huntington Beach, County of Orange 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



Property Address: **3244 Sparkler Dr, Huntington Beach, CA 92649**

- 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
- Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached; _____

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 (a) and (b) blank) ☐ Yes ☒ No
- (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) ☐ Yes ☐ No
- (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No

Explanation: **7.A: Repairs: Hot water pipe leak in kitchen 2 yrs ago; re-piped/repared. Kitchen remodeled. Refer to Addendum with list of all upgrades/remodeled items and repairs** WGH FGH

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 leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
- C. An alternative septic system on or serving the Property ☐ Yes ☒ No
- D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) ☐ Yes ☒ No
- (1) If Yes to D, has the ADU received a permit or other government approval ☐ Yes ☐ No
- (2) If Yes to D, are there separate utilities and meters for the ADU ☐ Yes ☐ No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**ARE YOU (SELLER) AWARE OF...**

- 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.)

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

Explanation: _____

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: Dog** WGH FGH**#11.B: Termites - Service/Spray, approx 2 years ago** WGH FGH

Property Address: 3244 Sparkler Dr, Huntington Beach, CA 92649

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

#13.C,D,E: Community

Explanation: Pool spa and landscaping sprinklers maintained by HOA**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (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: #14.A,B,C,D,F: Refer to HOA/HOA documents**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: 3244 Sparkler Dr, Huntington Beach, CA 92649

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, roads, 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/mailling 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. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: _____

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

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

Seller William G. Heckerroth,William G. Heckerroth, Trustee Date 12/28/2023Seller Fonda G. Heckerroth,Fonda G. Heckerroth, Trustee Date 12/28/2023

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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REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/23)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Huntington Beach, COUNTY OF Orange, STATE OF CALIFORNIA, DESCRIBED AS 3244 Sparkler Dr, Huntington Beach, CA 92649.

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Property Address: **3244 Sparkler Dr, Huntington Beach, CA 92649**

Date: **12/28/2023**

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

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


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

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 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. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☐ Yes ☒ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits..... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes..... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations..... ☒ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property..... ☒ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)..... ☒ Yes ☐ No
15. Any notices of abatement or citations against the property..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)..... ☐ Yes ☒ No

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

#12,13,14: HOA: refer to HOA documents 

- 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 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 William G. Heckerroth,

William G. Heckerroth, Trustee Date **12/28/2023**

Seller Fonda G. Heckerroth,

Fonda G. Heckerroth, Trustee Date **12/28/2023**



Buyer's Initials _____ / _____



Property Address: 3244 Sparkler Dr, Huntington Beach, CA 92649

Date: 12/28/2023

III. AGENT'S INSPECTION DISCLOSURE

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

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

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☒ Agent notes the following items: Listing agent recommends buyer have a home inspection performed by a licensed contractor and all other inspections buyer elects to have performed to satisfy themselves in regards to the condition of the property.

Agent (Broker Representing Seller) Seven Gables Real Estate By Lisa Dowell Date 12/28/2023
(Please Print) (Associate Licensee or Broker Signature)

BarbraSue Miller

Lisa Dowell

IV. AGENT'S INSPECTION DISCLOSURE

BarbraSue Miller

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

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

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

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

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

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

Seller William G. Heckerroth, Jr Date 12/28/2023 Buyer _____ Date _____
Seller Fonda G. Heckerroth, Fonda G. Heckerroth, Fonda Date 12/28/2023 Buyer _____ Date _____

Agent (Broker Representing Seller) Seven Gables Real Estate By Lisa Dowell Date 12/28/2023
(Please Print) (Associate Licensee or Broker Signature)

Lisa Dowell *BarbraSue Miller* *BarbraSue Miller*

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

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

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

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TDS REVISED 6/23 (PAGE 3 OF 3)



Addendum to SPQ, TDS dated 12/28/2023 -
Improvements, Upgrades, Repairs, Features /
HOA Current 2023 dues.

New Additions/Remodel	Approximate Cost
Kitchen Cabinets	\$ 25,000.00
New Appliances (dishwasher, Owen, Microwave, Fridge)	\$ 7,500.00
Kitchen Flooring	\$ 2,000.00
Living/Dining room Flooring	\$ 15,000.00
1st floor Bathroom Flooring	\$ 600.00
Dining Room new Light Fixture	\$ 600.00
2nd floor entire Flooring	\$ 16,000.00
2nd floor master bathroom Cabinets	\$ 4,000.00
2nd floor master bathroom Flooring	\$ 600.00
Brand New Window Blind/Shades	\$ 5,000.00
2nd floor bathroom cabinets	\$ 4,000.00
A/C - Unit	\$ 18,000.00
New 200 amp power breaker panel with 220 plug for EV charger in garage	\$9,000
New LED lighting and fixtures, new fireplace re-tile upstairs	\$1,500
Total Upgrade Cost	\$ 108,800.00
Special Home Futures	
Corner Unit with Large Side Windows	
Water view from 2nd floor windows and patios	
Build in BBQ in backyard	
Modern Stair case	
Double Pane Windows	
Deeded Boat Dock (approximately 100K-125K additional unit value)	

Located new to Mothers Beach, trails

Total Monthly paid Association fee is \$554.00 (with the boat dock maintenance)

12/29/2023

DocuSigned by:

William G. Heckerroth, Trustee

54EE5650502E48B...

William G. Heckerroth, Trustee

DocuSigned by:

Fonda G. Heckerroth, Trustee

12/29/2023

12/29/2023

Fonda G. Heckerroth, Trustee



CALIFORNIA
ASSOCIATION
OF REALTORS®

TRUST ADVISORY
For Properties Being Sold by the Trustee of a Trust
(C.A.R. Form TA, Revised 12/21)

Property Address: 3244 Sparkler Dr, Huntington Beach, CA 92649 ("Property").

Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. **If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.**

1. SELLER MUST COMPLY WITH THE FOLLOWING:

- A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- G. Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.
- H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
- I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at 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 are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

(With Listing) Broker's Initials LD / BSM
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(With RPA) Buyer's Initials _____ / _____

Seller's Initials WGH / FGH

TA REVISED 12/21 (PAGE 1 OF 2)



2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

- A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**
- (ii)** If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if (1) the Seller is a natural person, AND (2) the trust is a revocable trust, AND (3) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.
- B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code § 1102 et seq. and completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form.
- C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

3. OTHER CONSIDERATIONS:

- A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.
- B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. BROKERS:

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.

Seller William G. Heckerroth,

William G. Heckerroth, Trustee Date 12/28/2023

Seller Fonda G. Heckerroth,

Fonda G. Heckerroth, Trustee Date 12/28/2023

AT TIME OF LISTING

Real Estate Broker Seven Gables Real Estate

By Lisa Dowell

Lisa Dowell

Date 12/28/2023

Barbra Sue Miller

Barbra Sue Miller

12/28/2023

AT TIME OF SALE

Buyer _____ Date _____

Buyer _____ Date _____

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TA REVISED 12/21 (PAGE 2 OF 2)



TRUST ADVISORY (TA PAGE 2 OF 2)



CALIFORNIA
ASSOCIATION
OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 12/23)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** (a) Single-Family Properties. California law (Civil Code § 1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code § 1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily 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.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1) **Requirements:** California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a 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 of up to \$200 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 of up to \$100, 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	<u>William G. Heckeroth,</u>	<u>William G. Heckeroth, Trustee</u>	Date <u>12/28/2023</u>
Seller	<u>Fonda G. Heckeroth,</u>	<u>Fonda G. Heckeroth, Trustee</u>	Date <u>12/28/2023</u>
Buyer			Date _____
Buyer			Date _____

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WCMD REVISED 12/23 (PAGE 2 OF 2)



**Disclosure of Information On Lead-Based Paint & Lead-Based Paint Hazards**

CONCERNING THE PROPERTY AT: 3244 Sparkler Drive , HUNTINGTON BEACH, CA USA 92649
 FILE NUMBER: 2023-35899

PURPOSE: The information provided in this statement is required to be provided by all sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d).

The residence at the above address was constructed after January 1, 1978.

Seller must check one item below. If 'Yes', is checked, omit the middle section of the form and sign at the bottom. If 'No' is checked, complete the middle section of the form and sign at the bottom.

X Yes No Unknown

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any known information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial items a and b)

____(a) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):
 (1) Seller has no knowledge of lead-based paint or lead-based paint hazards on the premises.
 (2) Known lead-based paint and/or lead-based paint hazards are present on the premises.
 Explain (attach additional documentation if necessary): _____

____(b) Records and reports available to Seller (check (1) or (2) below):
 (1) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises.
 (2) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead based paint hazards on the premises. List records and reports: _____

BUYER'S ACKNOWLEDGMENT (initial items c through e)

____(c) Buyer has received copies of all information listed above.

____(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

____(e) Buyer has (check (1) or (2) below):
 (1) Received a 10 day opportunity (or mutually agreed upon) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 (2) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

DocuSigned by:
 William Heckerroth
 12/4/2023
 SELLER Date

DocuSigned by:
 Fonda Heckerroth
 12/4/2023
 SELLER Date

BUYER: Altair Global

DocuSigned by:
 Michelle Reid
 12/5/2023
 Altair Acknowledgment Date

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT & LEAD-BASED PAINT HAZARDS

PURPOSE: The information provided in this statement is required to be provided by all sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d).

CONCERNING THE PROPERTY AT 3244 Sparkler Drive, HUNTINGTON BEACH, CA 92649

The residence at the above address was constructed after January 1, 1978.

Seller must indicate one item below. If Yes, is indicated, omit the rest of this disclosure and sign below.

☐ Yes ☐ No ☒ Unknown

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any known information on lead-based paint hazards from risk assessments in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial items a and b)

____(a) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

- (1) ☒ Seller has no knowledge of lead-based paint or lead-based paint hazards on the premises.
(2) ☐ Known lead-based paint and/or lead-based paint hazards are present on the premises.
Explain: (attach additional documentation if necessary) _____

____(b) Records and reports available to Seller (check (1) or (2) below):

- (1) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the premises.
(2) ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead based paint hazards on the premises.
List records and reports: _____

BUYER'S ACKNOWLEDGMENT (initial items c through e)

____(c) Buyer has received copies of all information listed above.

____(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

____(e) Buyer has (check (1) or (2) below):

- (1) ☐ Received a 10 day opportunity (or mutually agreed upon) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
(2) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial item f)

____(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, the information they have provided is true and accurate.

SELLER: ALTAIR GLOBAL

ALTAIR ACKNOWLEDGMENT

Date

BUYER

Date

BUYER

Date

LISTING AGENT

Date

SELLING AGENT

Date

The information contained in this document is confidential and intended only for use by the intended person or entity to which it is addressed. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient for the intended business purpose is prohibited. By acceptance of this information, the intended recipient agrees to securely store it during use for the business purpose for which it was delivered. Upon completion of the business purpose for which this information was delivered, you agree to continue secure storage to prevent any unauthorized dissemination of the information or to destroy it. If you received this information in error, please contact the sender of this document and destroy the material.



National Residential and Environmental Inspections

Radon Service Policy (RSP)

Provided by GlobeSpec

3244 Sparkler Drive
Huntington Beach CA 92649

File: 2023-35899
GlobeSpec ID: 243537

CONGRATULATIONS!

This home is covered by our **Radon Service Policy (RSP)**. The associated fees were covered by the previous owner and, as such, the program is provided to you free of charge. Our **Radon Service Program (RSP)** provides coverage for a period of twelve (12) months from the time of your closing. The program provides testing to determine your home's airborne radon level. In the event your home has elevated radon levels, the program provides a professionally installed mitigation system to reduce levels in accordance with US EPA recommended guidelines. The **Radon Service Policy (RSP)** is limited to testing the home's airborne radon levels originating from the structure's underlying soil and *does not* include testing or mitigation for radon in water sources.

What we need from you

To begin the process for you we will need the following:

- Carefully review the attached Radon Service Policy Agreement.
- Provide your closing date.
- Provide your signature(s), printed name(s), and contact information.
- Return the completed agreement to us via one of the following –
 - o Email – reports@globespec.com
 - o Fax – 800.566.7329
 - o USPS – 370 S. Main Place, Carol Stream, IL 60188

What we will provide

Once we have received the completed signed agreement the program provides the following:

- We will send an "alpha track" radon testing device with deployment instructions and return envelope.
- We will provide a report with test results from an independent radon testing lab.
 - o If the test result is below US EPA's recommended action level of 4.0 pCi/L, no further action is necessary, and the program is closed.
 - o If the test result is at or above the US EPA's recommended action level of 4.0 pCi/L, we will engage a local mitigation provider to arrange for installation of a radon reduction system.
- In the event mitigation is warranted, installation will be completed strictly with your consent and will carry a 36-month guarantee from the installer.
- Once the installation is completed, the contractor will either conduct a post-mitigation radon test, leave a test device for you to place, or a test device will be sent to you for follow-up testing to ensure adequate radon reduction was accomplished.

Please note the following:

1. A property may be excluded from this program if radon testing was conducted prior to GlobeSpec's involvement which resulted in levels at or above 4.0 pCi/L and no corrective action was taken. Corrective action is defined as the installation of an active mitigation system by a qualified contractor in adherence with standards established by NEHA/EPA or by state or local authorities. Radon testing arranged by GlobeSpec on behalf of a prospective buyer prior to closing, does not disqualify the home from the program.
2. You can decline these services. If you choose to decline, please sign on the provided line at the end of the Radon Service Policy Agreement and return to us as stated above.
3. This policy is only transferable from Client to Homeowner at the time of property sale. The Client is the Company initiating the Radon Service Policy. Homeowner may not transfer this policy under any circumstances.

We wish you all the best in your new home. If you have any questions, please do not hesitate to contact us.



National Residential and Environmental Inspections

RADON SERVICE POLICY AGREEMENT

RADON SERVICE POLICY AGREEMENT made this _____ day of _____, 20____, by and between GlobeSpec, referred to as "GlobeSpec" and _____, hereinafter referred to as "Homeowner". This agreement became effective at the approval date noted on page two (2) and is in effect for a period of two (2) years from the approval date if property remains in the corporate inventory. This Radon Service Policy Agreement will expire twelve (12) months from the closing date when transferred or assigned. The sale closing date is the date the property is sold to another individual or any entity other than the corporate client, or its relocation services provider.

WHEREAS, Homeowner has purchased a residence located at **3244 Sparkler Drive, Huntington Beach, CA, 92649** through efforts of **Altair Global Relocation** and desires to obtain a program warranting the home as to an airborne radon level within current acceptable standards as set forth by the NEHA and the United States Environmental Protection Agency ("EPA"); and

WHEREAS, **Altair Global Relocation** (Client is the Company initiating the Radon Service Policy) and GlobeSpec desire to provide Homeowner with a program to minimize the concerns of Homeowner and utilize the knowledge and skill of GlobeSpec in the detection and mitigation of radon in the home. The Radon Service Policy (RSP) is limited to testing radon levels in air coming from the soil and does not include radon levels from a water source.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The above stated recitals are incorporated herein and made part hereof the Agreement.
2. Upon receipt by GlobeSpec from **Altair Global Relocation** of notice of sale, GlobeSpec will send to;
Altair Global Relocation one (1) copy of this agreement.
 - (a) New owner's name(s), property address and the closing date, or
 - (b) Homeowner will fill out said information and return one copy of the Agreement to GlobeSpec.
 - (c) Upon receipt of the Agreement, GlobeSpec will activate the Radon Service Policy by executing same.
3. GlobeSpec will arrange to ship the new owners in approximately 30 days of closing an alpha track radon testing device with instructions for deployment in the home with a pre-paid return envelope.
4. GlobeSpec or the radon lab will contact Homeowner just prior to the completion of the testing period with instructions on sending the device to the independent laboratory.
5. If an analysis of the alpha track radon detector results in an acceptable level of less than 4.0 pCi/L, then no additional testing will be required, and a completed written report shall be provided to the Homeowner.
6. If the analysis of the alpha track radon detector results in a radon level equal to or greater than 4.0pCi/L, then GlobeSpec will arrange to have the home mitigated at GlobeSpec's expense using a NEHA/EPA RMP listed mitigator chosen solely at the discretion of GlobeSpec.
7. A copy of all reports will be provided to the Homeowner upon request.
8. All mitigated homes will be warranted to remain within acceptable NEHA/EPA governmental standards for radon for a period of 36 months from the date of the completion of the mitigation.
9. This Radon Service Policy shall be deemed breached by Homeowner and/or invalidated should any of the following events occur:
 - (a) If the testing device is not returned by Homeowner timely after the test is completed
 - (b) If Homeowner fails to utilize NEHA/EPA RMP approved mitigation contractors as selected by GlobeSpec or fails to cooperate arranging mitigation within ninety (90) days of first contact with the mitigation contractor.
 - (c) If Homeowner fails to cooperate with GlobeSpec, its employees, or agents in any manner.
10. It is hereby mutually agreed and acknowledged this policy is only transferable from Client to Homeowner at the time of property sale. Homeowner may not transfer this policy under any circumstances.
11. The Radon Service Policy provided by GlobeSpec is limited to primary residence, single-family detached homes. Apartments, townhouses, mobile homes, condominiums, outbuildings, detached structures, and properties that have covenants and restrictions and/or shared common elements that will not allow the installation of a standard mitigation system are excluded from this service.

GlobeSpec

National Residential and Environmental Inspections

12. It is hereby mutually acknowledged, agreed, and understood that the sole liability of GlobeSpec under this Agreement shall be to provide and pay for a NEHA/EPA RMP listed mitigator in the event of a non-acceptable radon in air level after testing is completed. The warranty offered by GlobeSpec under the Radon Service Policy applies only to a basic design system. The basic radon mitigation is a sub-slab depressurization system, which uses a fan (and all electrical connections required), PVC pipe to draw air from below the basement floor or slab on grade and venting harmlessly above the roof where the radon gas dissipates very quickly into the air. Such a system involves making a penetration at a point in the slab determined by the mitigator and venting the radon gas via installed piping which terminates above the roof of the house. GlobeSpec's costs for such mitigation caused by radon sources in the soil under the house, shall not exceed \$5,000 and shall be computed in accordance with the usual and ordinary cost of similar labor, material, and equipment prevalent in the area where the property is located. Any modification from this system, at the request of Homeowner, including but not limited to exhausting the system at a different location than required for a basic design system, shall require additional charges for labor and materials, all of which additional charges Homeowner agrees to pay the mitigator in advance upon request by GlobeSpec.
13. Homeowner hereby specifically waives and releases GlobeSpec and **Altair Global Relocation**, their officers, directors, shareholders, employees, agents, and contractors from any and all obligations, actions, causes, or demands of any nature, including any special or consequential damages, or foreseen or unforeseen damages which may arise for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and by execution hereby agree to be bound by all of the terms, conditions, and covenants contained in the Radon Service Policy Agreement.

CLOSING DATE: _____

PROPERTY ADDRESS: 3244 Sparkler Drive Huntington Beach, CA 92649	Homeowner(s): _____ _____ Signature(s) Print last name(s): _____
Client File: 2023-35899 GlobeSpec: 243537 Approval Date: 12/06/2023	Phone Home: _____/ Work: _____/ Mobile: _____/ Email: _____/ Email: _____/_____
GlobeSpec by: <u>M.G. Sonkin - President</u>	

DECLINE OF SERVICES

If you are not interested in participating in the Radon Service Policy Program as outlined above, please sign and date here and we will remove your property from the program:

Print name(s):

Date: _____

Signature(s):

Worldwide ERC Relocation Property Assessment

IMPORTANT INFORMATION: Please Read Carefully

This document is a Property Assessment. It is not a buyer's home inspection.

This document should not be used in place of nor be mistaken for a general home inspection or specialty type inspection performed by a licensed or trades professional (e.g., professional home inspector, engineer, pest control operator, electrician, plumber, roofer or HVAC specialist, pool/spa specialist, etc.) This Property Assessment was prepared exclusively and for the sole use of the Client identified below (the "Client") under an established business-to-business relationship for the specific purposes of assisting with the relocation of an employee. It is not intended for use, nor is it to be relied upon, by any party other than the Client, including, but not limited to, buyers, sellers, lenders, real estate brokers/agents, and/or appraisers.

The Client may be required to provide this Property Assessment to other parties in order to comply with disclosure obligations under applicable federal, state and/or local law(s); however, no disclosure of this Property Assessment to other parties, including prospective buyers, shall be deemed to create or give rise to a duty of care or performance on the part of the Property Assessment Provider identified below or the Client toward such other parties. Accordingly, no party other than the Client may rely upon or be influenced by this Property Assessment when considering the property. The Property Assessment Provider identified below prepared this Property Assessment in accordance with Client directives and based it on findings gathered at the property address identified below and other property information sources.

1. GENERAL INFORMATION

File #: 2023-35899	Client: Altair Global Relocation
Contact: MICHELLE REED	
Address: 3201 Dallas Parkway, Suite 1050	
City/State/Zip: Frisco, TX 75034	
Transferee(s): William & Fonda Heckerth	
Address: 3244 Sparkler Drive	
City/State/Zip: Huntington Beach CA 92649	
Property Assessment Provider: GlobeSpec	File #: 2023-35899
Provider Address: 370 S Main Place	
City/State/Zip: Carol Stream, IL 60188	
Date: 01/12/2024	Time: 02:30 p.m.
Weather: Sunny	Temp: 60
Estimated Age of Main Dwelling (yrs): 44	
Parties Present at Time of Assessment: Owner	Occupied: Yes
Scope: RELOCATION MAJOR COMPONENT INSPECTION – (MCI)	

2. PURPOSE AND SCOPE OF THE RELOCATION PROPERTY ASSESSMENT

To provide a professional opinion of a relocating employee's main dwelling and its immediate surrounding area in its "as is" condition, as of the date of assessment, limited to the definitions and guidelines as established by the Client and within this Property Assessment document.

3. OBJECTIVE OF THE RELOCATION PROPERTY ASSESSMENT

To provide the Client with data about a relocating employee's main dwelling and its immediate surrounding area, based on a visual assessment of items identified by category in this Property Assessment document.

Relocation Property Assessment: 2007, Worldwide ERC / Employee Relocation Council -This report was prepared for the exclusive use of a relocation company and the seller's employer. This report is not intended as a substitute for a prospective purchaser of the subject property obtaining their own inspection from an independent inspector of their choice. This report is neither assignable to nor assumable by any third party and should not be relied upon by any party other than the relocation company and/or seller. This report is neither a representation of lender requirements nor is it a representation of the marketability or insurability of this property

4. DEFINITION OF THE RELOCATION PROPERTY ASSESSMENT

A visual, non-invasive evaluation and status report of the items identified by category on the ensuing pages. The reporting of apparent defects (not cosmetic deficiencies) that call for corrective action is limited to three categories: 1) structure; 2) unsafe or hazardous conditions; and 3) inoperative systems or appliances.

1. **Structure:** A load-bearing member of a building (including, but not limited to, footings, foundation walls, posts, beams, floor joists, bearing walls, or roof framings), is defective if it has one or more of these characteristics:

- Abnormal cracking or splitting;
- Unusual settlement;
- Deterioration such as rot, or pest infestation damage;
- Improper alignment or structural integrity compromised by modification or abuse; or
- Other characteristics that affect the building's structural integrity.

2. **Unsafe or Hazardous Conditions:** Any item that is identified as a safety defect or a hazard, the presence or absence of which would be dangerous. Suspected, visible friable asbestos is to be reported. Unless directed by the Client, the reporting of the possible presence of lead-based paint, urea-formaldehyde foam insulation, radon, electromagnetic radiation, toxic wastes, molds or fungus, and any other environmental or indoor air pollutants are outside the scope of this Property Assessment.)

3. **Inoperative Systems and Appliances:** Any installed systems or built-in appliances that do not operate properly or perform their intended function in response to normal use.

Unless directed by the Client, the following areas are outside the scope of this assessment: (i) cosmetic deficiencies; (ii) deferred maintenance items; (iii) the condition of on-site waste and water systems; (iv) the condition of underground fuel storage tanks; (v) the quality of the water supply; (vi) geological hazards such as floods, erosion, earthquakes, landslides, mudslides and volcanoes; and, (vii) governmental or lender requirements. Furthermore, this Property Assessment is not a representation of compliance or noncompliance with federal, state, or local government regulations and codes (e.g., building codes, zoning ordinances, energy efficiency ratings, addition or remodeling permits, etc).

Estimated costs to correct items identified in this Property Assessment as defective and/or items that may require attention are not bids and do not give rise to performance obligations on the part of the Property Assessment Provider. The Property Assessment Provider is not engaged in the business of providing repair, renovation or improvement services; as such, the Property Assessment Provider has not and cannot determine the actual cost of any repairs, renovations or improvements that may be advised or desired. The cost estimates reflect national, state and/or local cost averages as derived from the review of cost estimator manuals and other information sources by the Property Assessment Provider; all cost estimates should be followed by firm quotes or bids from qualified, reputable contractors.

5. PROCEDURAL GUIDELINES FOR THE RELOCATION PROPERTY ASSESSMENT

1. Contact the transferee for an appointment within 1 working day after accepting an assignment. If the transferee cannot be reached, contact the Client.

2. Assess the property within 3 working days after accepting the assignment unless the transferee delays the process. Contact the Client with the verbal report within 1 day of assessing the property. If the Property Assessment cannot be completed in the required time frame, or if the property assessor will be unavailable to discuss the assignment after completion, it should not be accepted.

3. Send completed copies of the typewritten assessment within 3 working days from the date of assessing the property.

4. Ask the transferee (or the Client if the transferee is unavailable) if there have been any room additions, conversions or structural improvements made since the date of purchase. Attach a copy of building permits, city approvals, etc., if available.

5. Call the Client immediately after leaving the property if an evaluation of defects, noted in the Property Assessment, is inconclusive and requires additional assessing.

6. Present a professional and courteous manner. Property assessors are amongst the few representatives of the Client visible to the relocating employee.

7. Feel free to discuss the transferee's general questions about the assessment process. Any specific questions regarding the assessment, however, should be referred to the Client.

8. Include a photograph whenever necessary to facilitate the Client's understanding of a defective item.

STATUS DEFINITIONS

AC
NP
NA
DE

For each category, when applicable, rate the status of each item by checking the box as follows:

= **Acceptable:** The item is performing its intended function as of the date of the assessment.

= **Not Present:** The item does not exist in the structure being assessed.

= **Not Assessed:** The item was not assessed because of inaccessibility or seasonal impediments.

= **Defective:** The item is either: structurally unsound; unsafe or hazardous; or inoperative, as defined on page one.

Important, If any item is rated as 'Defective,' or 'Not Assessed' a comment in the corresponding 'Remarks' column is required.

LOTS & GROUNDS (LG)

1	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Walks	Per client directive
2	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Stoops/Steps	
3	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Patio	Per client directive
4	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Deck/balcony	
5	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Porch	
6	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Retaining walls	
7		SURFACE WATER CONTROL:	
8	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Grading	Per client directive
9	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Swales	
10	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Basement stairwell drain	
11	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Window wells	
12	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Exterior surface drain	Per client directive

May be part of a homeowner's association responsibilities.

ROOF (R)

1		Method of Assessment: Walked on roof		
2	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#1 Vinyl membrane-Age per owner	Aprx. Age: 8-10	Des Life:
3	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#2	Aprx. Age:	Des Life:
4	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#3	Aprx. Age:	Des Life:
5	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#4	Aprx. Age:	Des Life:
6	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#5	Aprx. Age:	Des Life:
7	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Flashing		
8	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Skylights		
9	<input type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Chimney		
10		ROOF WATER CONTROL		
11	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Gutters	Per client directive	
12	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Downspouts & extensions	Per client directive	

May be part of a homeowner's association responsibilities.

EXTERIOR SURFACE (ES)

1	<input type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input checked="" type="radio"/> DE	#1	Stucco - Cement based hardcoat-Vegetation contact at side	
2	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#2		
3	<input type="radio"/> AC <input checked="" type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	#3		
4	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Trim	Per client directive	
5	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Fascia	Per client directive	
6	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Soffits	Per client directive	
7	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Windows		

May be part of a homeowner's association responsibilities.

GARAGE / CARPORTS (G/C)

1	<input checked="" type="radio"/> Garage <input type="radio"/> No Garage	<input checked="" type="radio"/> Attached <input type="radio"/> Detached <input type="radio"/> N/A	
2	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Door Operation	Per client directive
3	<input type="radio"/> AC <input type="radio"/> NP <input checked="" type="radio"/> NA <input type="radio"/> DE	Automatic Door Opener	Per client directive
4	<input checked="" type="radio"/> AC <input type="radio"/> NP <input type="radio"/> NA <input type="radio"/> DE	Condition (Structural, roof, electrical, slab, etc)	

PERSONAL STORAGE LIMITED VIEW AND ACCESS TO SOME AREAS OF GARAGE.

Relocation Property Assessment 2007, Worldwide ERC / Employee Relocation Council -This report was prepared for the exclusive use of a relocation company and the seller's employer. This report is not intended as a substitute for a prospective purchaser of the subject property obtaining their own inspection from an independent inspector of their choice. This report is neither assignable to nor assumable by any third party and should not be relied upon by any party other than the relocation company and/or seller. This report is neither a representation of lender requirements nor is it a representation of the marketability or insurability of this property

Altair Global Relocation / # 2023-35899 / Name: Heckerth /

Purchaser(s) Initials: /

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Item

Remarks

STRUCTURE (S) - (Non-Viewable & Hidden structural components are excluded from this report)

- 1 ● AC ○ NP ○ NA ○ DE
 2 ● AC ○ NP ○ NA ○ DE
 3 ● AC ○ NP ○ NA ○ DE
 4 ● AC ○ NP ○ NA ○ DE
 5 ○ AC ● NP ○ NA ○ DE
 6 ○ AC ○ NP ● NA ○ DE
 7 ○ AC ○ NP ● NA ○ DE

Foundation Concrete slab-Limited view and access due to design
 Beams
 Bearing Walls
 Joists / Trusses
 Piers / Posts
 Floor / Slab Per client directive
 Hand Rails Per client directive

ATTIC (A)

Not Applicable

BASEMENT (B)

Not Applicable

CRAWL SPACE (CS)

Not Applicable

ELECTRICAL (E)

- 1
 2 ● AC ○ NP ○ NA ○ DE
 3 ● AC ○ NP ○ NA ○ DE
 4 ● AC ○ NP ○ NA ○ DE
 5 ● AC ○ NP ○ NA ○ DE
 6 ● AC ○ NP ○ NA ○ DE
 7 ● AC ○ NP ○ NA ○ DE
 8 ● AC ○ NP ○ NA ○ DE
 9

Amps: 200 Volts: 120/240
 Service Cable Underground
 Panel
 Branch Circuits
 Ground
 Wire Conductor
 GFI
 Smoke Detector

Is the size of the incoming electrical service adequate to meet the needs of the dwelling? Yes

A representative number of outlets were tested throughout the house

Item	Remarks
HEATING SYSTEM (HS)	
1	Primary: Forced air
2	Approx Age: 13
3	Design Life
	Additional:
	Fuel: Natural gas
4	Primary Operation
5	Additional Operation
6	Draft Control
7	Exhaust System Single wall flue pipe present
8	Distribution
9	Fuel Tank Lines
10	Thermostat Per client directive
11	Blower
12	Humidifier
13	Heat Exchanger Sealed chamber not visible by design
14	Pressure Relief Valve (s)
15	Circulator Pump

AIR CONDITIONING SYSTEM (AC)	
1	Type: Central air
2	Fuel: Electric
3	Approx. Age 3
3	Design Life:
3	System Outdoor ambient air too cool to operate

PLUMBING (P)	
1	Water Source: Public Private Unknown
2	How verified? Disclosure
2	Sewage Svc: Public Private Unknown
3	How verified? Disclosure
3	Water Service On? Yes No
4	Water Pipes Copper
5	Drain Pipes ABS-Flexible drain pipe at bath sinks
6	Vent Pipes ABS
7	Laundry Tub
8	Laundry Tub Pump
9	Water Pressure
10	Toilet Per client directive
11	Tub / Shower
12	Exhaust Fan Termination point could not be determined
13	Sink Per client directive
14	
15	WATER HEATER: Approx. Age (yrs): 24
16	Approx. Design Life (yrs):
16	Water Heater
17	Exhaust System
17	Temperature / Pressure Relief Valve Per client directive

Note 1 The 30 foot boat slip is excluded from this report.

Personal storage restricted the view and/or access to some areas

This report excludes any hidden moisture penetration and damage within the wall cavities.

ON SITE SEWAGE DISPOSAL (SD)	
Not Applicable	

Item

Remarks

WELL (W)

Not Applicable

POOL AND HOT TUB (P/T)

Not Applicable

FIREPLACE / WOODBURNING DEVICES (FP)

- 1 • AC ☐ NP ☐ NA ☐ DE ☐
- 2 ☐ AC • NP ☐ NA ☐ DE ☐
- 3 • AC ☐ NP ☐ NA ☐ DE ☐
- 4 • AC ☐ NP ☐ NA ☐ DE ☐

Fireplace Two

Free-standing Stove

Fireplace Insert

Flue Limited view due to design

KITCHEN (K)

Not Assessed

per Client Directive

FINAL COMMENTS

During this assessment, have you observed other unsafe or hazardous conditions as defined on page 1 of this report? If yes, explain:

This report was prepared for the exclusive use of a relocation company and the seller's employer in accordance with the company's guidelines and requirements and that of the employee relocation council. The report is not intended as a substitute for a comprehensive inspection of the property. It is recommended that any buyer obtain an evaluation by an independent inspector of their choice prior to closing. This report is neither assignable to nor assumable by any third party.

No concealed areas, and/or underground pipes, utility lines or underground connections of any nature have been assessed as part of this report. This report is a visual evaluation only. It does not guarantee the insurability or marketability of this property.

During the assessment the inspector has made a concerted effort to identify breached windows or windows that show evidence of failure. Often breached/failing windows cannot be identified due to continually changing conditions affected by exterior temperatures, weather conditions, lighting conditions dirty windows or accessibility. The inspector is required to assess a representative number of doors/windows and the inspector's observations are limited to the conditions as of the date of the assessment and is not intended to be a guarantee or warranty of future conditions.

Number of additional pages appended to this Assessment:

The Property Assessment Provider identified below hereby certifies adherence to the terms of the assignment as set forth in the Definitions and Procedural Guidelines of this Property Assessment.

Property Assessment Provider Name: GlobeSpec

Date 01/12/2024

Relocation Property Assessment 2007, Worldwide ERC / Employee Relocation Council -This report was prepared for the exclusive use of a relocation company and the seller's employer. This report is not intended as a substitute for a prospective purchaser of the subject property obtaining their own inspection from an independent inspector of their choice. This report is neither assignable to nor assumable by any third party and should not be relied upon by any party other than the relocation company and/or seller. This report is neither a representation of lender requirements nor is it a representation of the marketability or insurability of this property

Altair Global Relocation / # 2023-35899 / Name: Heckerroth /

Purchaser(s) Initials: /

Page 6 of 6

Photo Attachments



Front of townhouse



Exterior of townhouse



Exterior of townhouse



Exterior of townhouse

Photo Attachments



Exterior of townhouse



Exterior of townhouse



Exterior of townhouse



Balcony

GlobeSpec

11:10AM January 15, 2024

Photo Attachments



Balcony



Roof



Roof - Chimney



Roof

Heckeroth Home Photos.alb

GlobeSpec

11:10AM January 15, 2024

Photo Attachments



Skylight



Skylight



Chimney



ES-1 Vegetation in contact with stucco at side of townhouse

Heckeroth Home Photos.alb

GlobeSpec

11:10AM January 15, 2024

Photo Attachments



Garage



Garage



Electric meter - Electric panel



Electric panel

Heckerroth Home Photos.alb

GlobeSpec

11:10AM January 15, 2024

Photo Attachments



Electric panel



Furnace



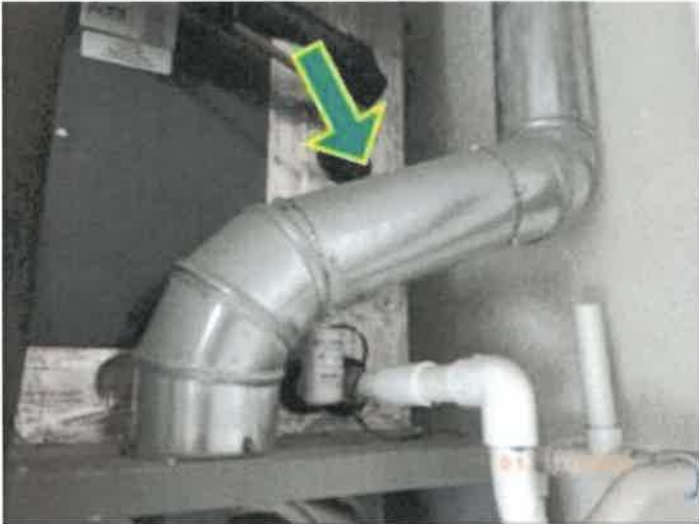
Furnace



Furnace

Heckeroth Home Photos.alb

Photo Attachments



HS-7 Single wall furnace flue pipe



HS-7 Single wall furnace flue pipe



Air conditioner



P-5 Flexible drain line at bath sink

GlobeSpec

11:10AM January 15, 2024

Photo Attachments



Water heater



Water heater



Fireplace in master bedroom



Fireplace flue in master bedroom

Heckeroth Home Photos.alb

Photo Attachments



Fireplace in family room



Fireplace in family room



Fireplace flue in family room

PHOTOS

These pictures are intended to facilitate the understanding of the defects cited in the Property Assessment Report. They are a sample representation and may not include all of the deficiencies cited in the body of the report.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT


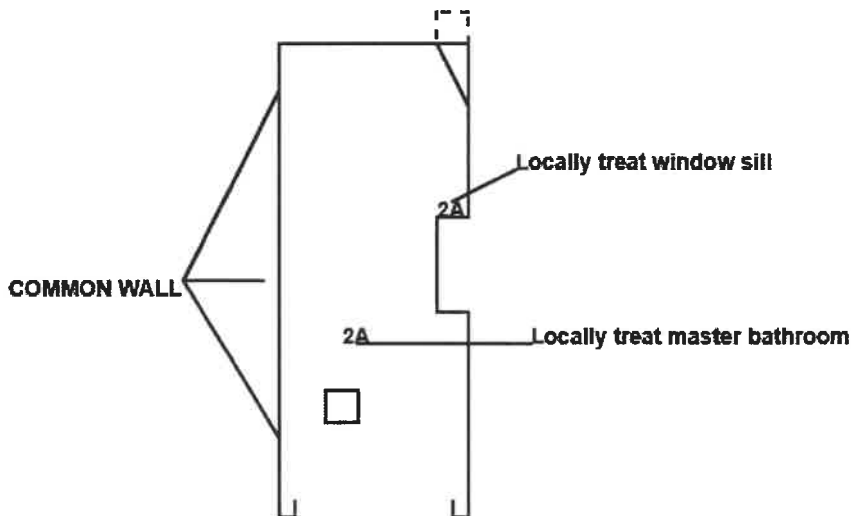
Building No. 3244	Street Sparkler Drive	City Huntington Beach	ZIP 92649	Date of Inspection 01/12/2024	Number of Pages 5
 Nexgen Exterminating 9637 Flower St. Bellflower CA 90706 (888) 970-8884 (714) 869-3107 info@nexgenext.com Fax (714) 447-4311				Report # : 12314 Registration # : PR 8250 Escrow # : <input type="checkbox"/> CORRECTED REPORT	
Ordered by: GlobeSpec Wesley Martin 370 S Main Place Carol Stream IL 60188 (800) 231-1301		Property Owner and/or Party of Interest: William & Fonda Heckerroth 3244 Sparkler Drive Huntington Beach CA 92649 (310) 890-5122 (562) 797-5060		Report sent to: GlobeSpec Wesley Martin 370 S Main Place Carol Stream IL 60188 (800) 231-1301	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
GENERAL DESCRIPTION: Two-story condominium complex, stucco, flat roof, occupied/furnished				Inspection Tag Posted: Garage Other Tags Posted:	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					

Diagram Not To Scale



Inspected By: Grady Sean Harp State License No. FR40565 Signature: 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California, 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 04/2015)

NEXGEN EXTERMINATING

Page 2 of 5 inspection report

3244

Sparkler Drive

Huntington Beach

CA

92649

Address of Property Inspected

City

State

ZIP

01/12/2024

12314

Date of Inspection

Corresponding Report No.

Escrow No.

This inspection is limited to the interior and exterior a single unit of a multi-unit building, per owners, M/M Heckerth. Further inspection of the entire building/structure is recommended.

All fences and/or gates, attached or detached, are excluded from this report.

If termite or dryrot damage extends into inaccessible or hidden areas, a supplemental report will be issued and a new estimate to complete the repairs will be provided.

A fumigation of the structure outlined in this report is regarded by this company as impractical, if not impossible, in light of the fact a multiple owner structure normally cannot be fumigated in a timely manner without the direct intervention and control by the associations' Board of Directors. Multiple owner structures also suggest a sharing of the cost to fumigate. Cost to perform a fumigation may be provided for already in the association's C, C, and R's. Cost may be divided equally by the number of family units, or by assessment, or division of square footage of each family unit. Often, when time is a factor, and/or division of responsibility and cost assessment a factor, localized treatment becomes the desired method of control.

SECTION I:

2A - Drywood

FINDING: Evidence of drywood termites noted in area(s) marked on diagram.

RECOMMENDATION: **Primary Recommendation:** Fumigate for the elimination of drywood termites. Cover or remove accessible termite pellets.

2A - Secondary Recommendation

RECOMMENDATION: **Secondary Recommendation:** Locally treat area(s) at **window sill and master bathroom** for the control of drywood termites. Cover or remove accessible termite pellets. This is a sub-standard recommendation and there is no warranty on this recommendation.

NEXGEN EXTERMINATING

Page 3 of 5 inspection report
3244

Sparkler Drive

Huntington Beach

CA

92649

Address of Property Inspected

City

State

ZIP

01/12/2024

12314

Date of Inspection

Corresponding Report No.

Escrow No.

NOTICE: Report on this structure prepared by various registered companies should list the same findings (i.e. termite infestation, termite damage, fungus damage, etc.). However, recommendations to correct these finding may vary from company to company. You have a right to seek a second opinion from another company.

NOTICE: The charge for service that this company subcontracts to another company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept our bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, we will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

This is a "wood destroying pest and organisms report" required by most mortgage lenders for escrow. This is not a pest control report which includes such common non-wood destroying pests such as rats, mice ants, cockroaches, silverfish, fleas, etc.

IMPORTANT – PLEASE READ CAREFULLY THE FOLLOWING INFORMATION:

- a. Under no circumstance should this wood destroying pest and organism inspection report be construed as a guarantee and/or warranty of the structure. Inspection reports are intended to disclose infestations, infections and/or conducive conditions which are noted on the date of inspection in the visible and accessible areas only, as required by the Structural Pest Control Act. Any infestation, infection and/or conducive condition which is found after the date of inspection by any other person will require an additional inspection report with findings, recommendations, and estimates.
- b. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls, spaces between a floor or porch deck and the ceiling below, areas where there is no access without defacing or tearing out lumber, masonry or finished work, areas behind stoves, refrigerators or beneath floor coverings, furnishings, areas where encumbrances and storage, conditions or locks makes inspection impractical, and areas or timbers around eaves that would require the use of an extension ladder. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways.
- c. Floor coverings may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure or inconvenience. They were not inspected unless described in this report. We recommend further inspection fi there is any question about the above noted areas, Ref: Structural Pest Control Act, Article 6, Section 8516(b) paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990-1991.
- d. This inspection pertains only to the specific address or addresses indicated above and does not include any attached or adjacent units.
- e. Local treatment is not intended to be an entire structure treatment method. If infestations of wood destroying pests extend or exist beyond the area of local treatment, they may not be exterminated.
- f. This company is not responsible for work completed by others, recommended or not, including by owner. Contractor bills should be submitted to escrow as certification of work completed by others.
- g. The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.
- h. This proposal does not include painting or decorating in the process of work performed unless otherwise listed. Items recommended will be replaced as close as possible to original but are not guaranteed to match.
- i. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below, Ref: Structural

NEXGEN EXTERMINATING

Page 4 of 5 inspection report

3244

Sparkler Drive

Huntington Beach

CA

92649

Address of Property Inspected

City

State

ZIP

01/12/2024

12314

Date of Inspection

Corresponding Report No.

Escrow No.

Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

j. During the course of/ or after opening walls or any previously concealed areas, should any further damage or infestation be found, a supplemental report will be issued. Any work completed in these areas would be at the owner's direction and additional expense.

k. During the process of treatment of replacement it may be necessary to drill holes through ceramic tiles or other floor coverings: these holes will then be sealed with concrete. We will assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting or tile. We assume no responsibility for damage to hidden pipes, conduit, or heating/air conditioning ducts that may be concealed in the concrete slab. We assume no responsibility for damage to any plumbing, gas or electrical lines that occurs, process of pressure treatment of concrete slab areas or replacement of concrete of structural timbers, or any resulting damage to these lines.

l. When a fumigation is recommended, we will assume no responsibility for damage to shrubbery, trees, TV antennas, satellite dishes or roofs. A fumigation notice will be left with, or mailed to the owner of this property, or his designated agent which states among other things, that all food and medicines must be removed from premises or placed in approved sealed bags prior to fumigation. We do not provide onsite security and do not assume responsibility in case of vandalism, breaking or entering. The possibility of burglary exists as it does at any time you leave your home; therefore, we recommend that you take any steps that you feel are necessary to prevent any damage to your property.

m. Your termite report and clearance will cover any existing infestation or infection which is outlined in this report. If owner of the property desires coverage of any new infestation it would be advisable to obtain a "Home Owner Protection Plan" which would cover any new termite infestation for the coming year.

n. If you should have any questions regarding this report, please call or come by our office any weekday between 7:00am and 5:00pm. We also provide additional services for the control of household pests such as ants and fleas.

o. I agree to pay reasonable attorney's fees if suit is required by this company to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgment. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

p. If this report is used for escrow purposes then it is agreed that this inspection report and completion, if any, is part of the escrow transaction. If this work is to be billed to an escrow company, you will be responsible for payment within 30 days if escrow should be unusually prolonged, closes, or is cancelled without payment being made for all costs incurred by this company. Prices quoted in this Wood Destroying Organisms report are good for a period of 120 days after which time a new report would need to be generated.

q. Should any party in interest desire further information pertaining to the condition of the plumbing or roof we recommend the employment of a licensed contractor, as this is not within the scope of our license and we do not issue certifications in those areas.

r. This wood destroying pest and organisms report does not include mold or any mold like condition. No reference will be made to mold or mold like conditions. Mold is not a wood destroying organisms and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

s. Pre 1978 Buildings: We have been informed by _____ that the structure inspected then subject of this report was/were constructed in _____. If this is incorrect please notify us immediately. It is very important that we have accurate information on the date of construction to properly evaluate the needed repair procedures. The estimate and prices quoted are given with the assumption that lead paint is not present. If lead paint is

NEXGEN EXTERMINATING

Page 5 of 5 inspection report

3244

Sparkler Drive

Huntington Beach

CA

92649

Address of Property Inspected

City

State

ZIP

01/12/2024

12314

Date of Inspection

Corresponding Report No.

Escrow No.

discovered, then the estimate and prices quoted will be revised.

t. This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each inspection. The re-inspection must be done within ten working days of request. The re-inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

u. Guarantee: All work performed by this company is under warranty for a period of one (1) year from the date of completion unless specifically mentioned elsewhere herein; this excludes plumbing, grouting, or caulking which is not under warranty.

State law requires that you be given the following information:

CAUTION—PESTICIDES ARE TOXIC CHEMICALS

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 523-2222 and your pest control company immediately.

For further information, contact any of the following: Nexgen Exterminating (888) 970-8884; for Health Questions—Orange County Health Department (714) 433-6000, Riverside County Health Department (951) 358-5058, San Bernardino County Health Department (909) 387-6219, Los Angeles Health Department (888) 700-9995, San Diego County Health Department (858) 694-3900; for Application Information—Orange County Agricultural Commissioner (714) 955-0100, Riverside County Agricultural Commissioner (951) 275-3045, San Bernardino County Agricultural Commissioner (909) 387-2105, Los Angeles County Agricultural Commissioner (626) 575-5471, San Diego County Agricultural Commissioner (858) 6954-2739, and for Regulatory Information—the Structural Pest Control Board (916) 561-8708, 2005 Evergreen Street, Ste. 1500, Sacramento, CA 95815.

STATEMENT OF REGISTERED PEST CONTROL COMPANY: Neither the inspector nor the company for which he/she is acting have had, presently have, or contemplate having any interest in this property. It is further stated that neither the inspector nor the company for which he/she is acting associated in any way with any party to this transaction.

ONE OR MORE OF THE FOLLOWING MAY BE USED ON YOUR PROPERTY:

VIKANE (Sulfuryl Fluoride)

ZYTHOR (Sulfuryl Fluoride)

CHLOROPICRIN

TERMIDOR SC (Fipronil)

BORA-CARE (Disodium Octaborate Tetrahydrate)

TIM-BOR (Disodium Octaborate Tetrahydrate)

iSTRIKE (Imidacloprid)

Poison Control Center

(800) 222-1222

Agricultural Department

(714) 955-0100

Health Department

(714) 834-8560

Structural Pest Control Board

(916) 561-8700

2005 Evergreen Street, Ste. 1500. Sacramento, CA 95815



Nexgen Exterminating
9637 Flower St.
Bellflower CA 90706
(888) 970-8884 (714) 869-3107
info@nexgenext.com Fax (714) 447-4311

Page 1 of 1

WORK AUTHORIZATION

Report #: 12314

No work will be performed until a signed copy of this agreement has been received.

Address of Property : 3244 Sparkler Drive

City: Huntington Beach

State/ZIP: CA 92649

The inspection report of the company dated, **01/12/2024** is incorporated herein by reference as though fully set forth.

The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of \$ _____. This total amount is due and payable within 30 days from completion repair work and/or chemical application.

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days**. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

THE OWNER OR OWNER'S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above:

NOTICE TO OWNER

Under the California Mechanics Lien Law, any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

		ITEMS			
Prefix		Section I	Section II	Further Inspection	Other
2A (Primary)	Fumigation price	undetermined at this time	0.00	0.00	0.00
2A (Secondary)		750.00	0.00	0.00	0.00
Section Subtotals					
Using Secondary Rec		750.00	0.00	0.00	0.00

PLEASE INITIAL YOUR SELECTION BELOW

Secondary Total: \$750.00

CREDIT CARD PAYMENT 3% PROCESSING FEE _____

Signature hereby acknowledges that this obligation took place in the city of the property address.

Items Authorized: _____

Total Cost: _____

Property Owner: _____

Owner's Agent: _____

Date: _____

REPAIR AGREEMENT



File #: 2023-35899

Transferee: William & Fonda Heckerroth

Address: 3244 Sparkler Drive, Huntington Beach, CA 92649

Each of the enclosed inspection reports identifies specific details regarding items to be repaired in order for your property to be acquired by Altair. Receipts and/or documentation are required to substantiate any repair work completed on the property. Repairs are subject to re-inspection at the discretion of Altair. Bids from licensed contractors may be provided to Altair, to be withheld from equity in lieu of certain repairs, with approval from Altair. This form must be completed and returned to Altair before you will be eligible to accept Altair's offer.

Items to be repaired are summarized as follows:

Repair Item / Solution:			Date Repair Completed	Amount of Repair/Bid	Proof of Repair/Bid Attached (Y or N)	Repair/Waive/Deduct
1	ES-1	Vegetation is in contact with the stucco at the side of the townhouse. SOLUTION Provide the proper clearance between the vegetation and the stucco to prevent moisture and pest intrusion. This may be the responsibility of the homeowners association.	HOA Responsibility Work Order # 39787		N	Waive
2	P-5	There are flexible drain lines at the bathroom sinks. Flexible drain pipes are only for temporary use. SOLUTION Install solid drain lines for proper operation.	1/19/24	\$300	Y	Repaired
3	P-12	The termination point for the bathroom exhaust fans could not be determined. There is no visible evidence of exhaust vent pipes in the attic or vents for this purpose at the exterior of the house. SOLUTION Ensure that the exhaust fans are discharging at the exterior of the house through vents specifically designed for this purpose to prevent moisture accumulation and excess humidity.	1/19/24	\$180	Y	Inspected Good
4	R-9 FP-1 3 4	The chimney is 44 years old. There are two fireplaces. Due to the age and lack of visibility a further evaluation by a qualified chimney specialist is needed to fully evaluate the chimneys flues fireplaces and all related components to determine if any repairs are currently required.	1/19/24			
5	HS-4 7 13	The forced air furnace is 13 years old. The heat exchanger is not visible for inspection due to the design of the unit and is excluded from this report. The flue pipe at the furnace is a single walled pipe. Due to the age of this unit and the conditions noted a further evaluation by a HVAC contractor is needed to determine the condition of the furnace and any required repairs for proper operation.	1/19/24			
6	AC-3	The outdoor temperature was 60 degrees at the time of the assessment. Operating a central air conditioning system when the outdoor temperature is not above 65 degrees for at least 24 hours can cause damage to the compressor. The air conditioning system was not assessed. The air conditioning system and all related components should be fully evaluated by an HVAC contractor when weather conditions allow.	1/19/24			

While information is the cornerstone of our ability to provide superior service, our most important asset is our relationship with you and we want you to feel comfortable when giving us your personal information. Keeping your personal information secure, and using it only for purposes surrounding your move, is a top priority for all of us at Altair. We are committed to protecting the privacy of our clients and relocating families.

ACKNOWLEDGEMENT

By signing below the parties acknowledge and affirm the terms and conditions set forth in this Agreement. Furthermore, the parties acknowledge and affirm the terms and conditions set forth in the Sections entitled Inspection and Repairs, Seller's Representations and Warranties, and Final Equity Payment of the Altair Contract of Sale with reference to the condition of the property and repairs remain in full force and effect and are hereby ratified, confirmed and approved.

William G Heckeroth
CUSTOMER NAME

1/19/24

Date



Date

MAYER AC & HEATING

INVOICE

1/19/2024

9352 Sunridge Dr

Huntington Beach CA

License # 743942

Bonded and Insured

Job location: 3244 Sparkler Dr, Huntington Beach CA,92649

Job Contact: Bill Heckeroth 424-558-0899

Inspected all three bathroom exhaust fans ,one discharges side of house the other two on roof top, all working

Inspected & tested Both fire places Gas shut off working properly,and burning ,venting properly,flu pipes are good and terminate on roof top with individual flu caps both had CO levels of under (5PPM)

Furnace is working to factory specs With a Proper temp raise (installed new filter)

Ac -Condenser unit working to factory specs with a 7 degree sub cool

Total Due \$180.00 Paid in Full 1/19/2024

Please make check payable to AUGUST MAYER Thanks 714-920-8022

Vendor: DMGE	Report Date: 01/19/2024
Priority: Normal - Comm Care	Due Date: 01/26/2024
Maint. Type: Common Area Landscape	Reported By: William Heckerroth
Description: Trim the vegetation from the side of 3244 Sparkler Dr	

Contact Info	Work Location
Name: William Heckerroth	Address: 3244 Sparkler Dr
Contact: wgh958@yahoo.com 4245580899	

Details

Per email from resident to Mgr Dave 1/16: As part of my upcoming move, the relocation company had a home inspection performed which cited the vegetation touching the stucco on the side of the unit. Could you please put in a work order for me to have that vegetation trimmed back away from the stucco and provide the work number for me I can provide back to the relocation company?

Per email from Mgr Dave to Vendor Emilio 1/17: I am opening a work order to trim the vegetation from the side of his unit at 3244 Sparkler Drive at Seabridge HOA as requested by the relocation company. They require a work order copy as part of his corporate move. I'll forward the WO to him as soon as it is prepared.

Per email from Vendor Emilio to Mgr Dave 1/17: Got it thank you for the update

Notes

01/19/2024 8:36 am Rhondra Mixon-Davis -emailing wo to vendor -emailing response to owner

WORK ORDER / INVOICE



DeVinney Plumbing, Inc.

Lic #715306

Don DeVinney

President

C: 714.392.2266 O: 714.375.0126

Don@DeVinneyPlumbing.com

7501 Slater Ave., Unit L • Huntington Beach, CA 92647

Nature of work ordered:

Date	1-19-24	Time		P.O. #	31020
Plumber	Don Noah				
Customer	Bill Heckeroth				
Job Name					
Job Address	3244 Sparkler				
City	HB	92649	St		Zip
Customer Phone	424 558 0899				
Email					
Lead Source	Yelp				

[illegible]

Thank You for your business!

Customer Name (Please Print)

Customer Signature

Date:

Thereby acknowledge the satisfactory completion of the above described work

Reporting Disclaimer – Indoor Air Quality (Moisture Intrusion / Fungal Growth)

Testing and/or inspecting of indoor air quality is outside the parameters of this inspection. Unless explicitly and individually contracted for and separately reported, GlobeSpec has not performed any inspections or testing for the presence or absence of indoor air pollutants.

The report may contain, for informative reasons only, the notation of visible moisture intrusion/fungal growth or conducive conditions to moisture intrusion/fungal growth. Those who wish further testing and evaluations are urged to contact indoor air quality experts.

GlobeSpec can arrange, for an additional cost, to have professionals conduct actual testing if needed for any specific indoor air pollutant.

Information on Indoor Air Quality can be obtained from the federal Environmental Protection Agency (EPA).

Contacts for the EPA:

EPA Website: www.epa.gov (enter in the search box – “indoor air quality”)

Mail: EPA Indoor Air Quality Information Clearinghouse

P.O. Box 37133

Washington, DC 20013

Phone: 800-438-4318