



SELLER PROPERTY QUESTIONNAIRE

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

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 18786 Dove Court, Assessor's Parcel No. 141-684-090-000, situated in Hidden Valley Lake, County of LAKE California ("Property").

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

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller _____ ☐ Yes ☒ No

Note: If yes, provide any such documents in your possession to Buyer.

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

A. Within the last 3 years, the death of an occupant of the Property upon the Property _____ ☐ Yes ☒ No
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/ AIDS.)

B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) _____ ☐ Yes ☒ No

C. The release of an illegal controlled substance on or beneath the Property _____ ☐ Yes ☒ No

D. Whether the Property is located in or adjacent to an "industrial use" zone _____ ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)

E. Whether the Property is affected by a nuisance created by an "industrial use" zone _____ ☐ Yes ☒ No

F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) _____ ☐ Yes ☒ No

G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision _____ ☐ Yes ☒ No

H. Insurance claims affecting the Property within the past 5 years _____ ☐ Yes ☒ No

I. Matters affecting title of the Property _____ ☐ Yes ☒ No

J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No



Property Address: **18786 Dove Court, Hidden Valley Lake, CA 95467**

- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
- L. 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 (1) and (2) blank)..... ☒ Yes ☐ No
- (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
- (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovator Rule ☐ Yes ☐ No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
- (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☐ No
- Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$500 or more.
- Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: POLISH AND REDOOR 3 EXTERIOR

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☐ Yes ☒ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
- D. An alternative septic system on or serving the Property ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
- (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
- (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

Explanation: _____

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 watertable, 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 OWNERS HAVE A DOG ☒ Yes ☐ No

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Buyer's Initials _____

Seller's Initials my

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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18786 Dove Court



Property Address: **18786 Dove Court, Hidden Valley Lake, CA 95467**

- 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: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

Explanation: THE IS A COMMUNITY POOL HOA PAYS FOR

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: _____

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: _____



16. NEIGHBORS/NEIGHBORHOOD:**ARE YOU (SELLER) AWARE OF...**

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

Explanation: _____

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

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

If yes, disclose if you know the method or manner of how the tenancy ended.
Explanation: _____**19. MATERIAL FACTS:**

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

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

Seller Melanie Martinez Date 7/14/24
 Seller Carlos Martinez Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) _____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Hidden Valley Lake, COUNTY OF LAKE, STATE OF CALIFORNIA,
DESCRIBED AS 18786 Dove Court, Hidden Valley Lake, CA 95467

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 07/14/2024. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

☒ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller ☒ is ☐ is not occupying the property.

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

- | | | |
|---|---|--|
| ☒ Range | ☒ Wall/Window Air Conditioning | ☒ Pool: <u>community</u> |
| ☒ Oven | ☐ Sprinklers | ☐ Child Resistant Barrier |
| ☐ Microwave | ☒ Public Sewer System | ☐ Pool/Spa Heater: |
| ☒ Dishwasher | ☐ Septic Tank | ☐ Gas ☐ Solar ☐ Electric |
| ☐ Trash Compactor | ☐ Sump Pump | ☒ Water Heater: |
| ☒ Garbage Disposal | ☐ Water Softener | ☐ Gas ☐ Solar ☒ Electric |
| ☒ Washer/Dryer Hookups | ☒ Patio/Decking | ☒ Water Supply: |
| ☒ Rain Gutters | ☐ Built-in Barbecue | ☒ City ☐ Well |
| ☐ Burglar Alarms | ☐ Gazebo | ☐ Private Utility or |
| ☒ Carbon Monoxide Device(s) | ☐ Security Gate(s) | Other _____ |
| ☒ Smoke Detector(s) | ☐ Garage: | ☐ Gas Supply: |
| ☐ Fire Alarm | ☐ Attached ☐ Not Attached | ☒ Utility ☐ Bottled (Tank) |
| ☐ TV Antenna | ☐ Carport | ☒ Window Screens |
| ☐ Satellite Dish | ☐ Automatic Garage Door Opener(s) | ☐ Window Security Bars |
| ☐ Intercom | ☐ Number Remote Controls _____ | ☐ Quick Release Mechanism on |
| ☐ Central Heating | ☐ Sauna | Bedroom Windows |
| ☐ Central Air Conditioning | ☐ Hot Tub/Spa: | ☐ Water-Conserving Plumbing Fixtures |
| ☐ Evaporator Cooler(s) | ☐ Locking Safety Cover | |
| Exhaust Fan(s) in <u>none</u> | 220 Volt Wiring in <u>garage</u> | Fireplace(s) in <u>Living Room</u> |
| ☐ Gas Starter | ☒ Roof(s): Type: <u>metal</u> | Age: <u>1970 old</u> (approx.) |
| ☐ Other: _____ | | <u>in excellent shape</u> |

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

(*see note on page 2)

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Seller's Initials _____ / _____

Buyer's Initials my

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

AUGUST SCHMITT REALTY SOLUTIONS, 14510 LAKESHORE AVE CLEARLAKE CA 95422
August Schmitt

Phone: 7077990443
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: _____
www.lwof.com

18786 Dove Court



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
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
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.):

HOA PHONE # 707-987-3138

- 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 Melanie Martinez Date 7/14/24

Seller Carlos Martinez Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

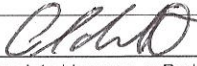
THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

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

Agent (Broker Representing Seller) AUGUST SCHMITT REALTY SOLUTIONS

(Please Print)

By


(Associate Licensee or Broker Signature)
August Schmitt

Date

7-14-2024**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Obtaining the Offer) _____

(Please Print)

By

(Associate Licensee or Broker Signature)

Date

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 Melanie Martinez Date 7/14/24 Buyer _____ Date _____Seller Carlos Martinez Date _____ Buyer _____ Date _____Agent (Broker Representing Seller) AUGUST SCHMITT REALTY SOLUTIONS

(Please Print)

By


(Associate Licensee or Broker Signature)
August Schmitt

Date

7-14-2024

Agent (Broker Obtaining the Offer) _____

(Please Print)

By

(Associate Licensee or Broker Signature)

Date

§ 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 6/24 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 18786 Dove Court



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address: 18786 Dove Court, Hidden Valley Lake, CA 95467 ("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	1008	11761		☒
Multiple Listing Service	1008	11761		☒
Seller			Measurement comes from the following source:	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

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

Seller Melanie Martinez

Seller Carlos Martinez

Date 7/14/24

Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

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SFLS 12/20 (PAGE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY (SFLS PAGE 1 OF 1)

AUGUST SCHMITT REALTY SOLUTIONS, 14510 LAKESHORE AVE CLEARLAKE CA 95422
August Schmitt

Phone: 7077990443 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

18786 Dove Court

☐ 18786 Dove Court, Hidden Valley Lake, CA 95467
Listing
☐ 18786 Dove Ct, Hidden Valley Lake 95467 STATUS: Active

LIST PRICE: \$243,000

Hartmann Road to security gate then first right leads to Dove Court



1 / 22



Map data ©2025

BED / BATH: 3/1,0,0,0
 SQFT(src): 1,008 (A)
 PRICE PER SQFT: \$241.07
 LOT(src): 11,761/0.27 (A)
 LEVELS: One
 GARAGE: 0
 YEAR BUILT(src): 1970 (PUB)
 PROP SUB TYPE: SFR/D
 DOM / CDOM: 184/184
 SLC: Standard
 PARCEL #: 141684090000
 LISTING ID: LC24150083

Submit Offer

DESCRIPTION

If you are looking for a solid well built home located in a quiet area this home is a must see! This very well maintained 3 bedroom home has a very nice front porch area with a welcoming feel the moment you walk up. The front yard has ample parking and faces south. Inside the home we have an open floor plan with the living room, dining room and kitchen. The back yard is spacious and has a covered porch area that is ideal for entertaining. An excellent investment opportunity for a savvy investor.

EXCLUSIONS:**INCLUSIONS:**

AREA: LCHVL - Hidden Valley Lake
 SUBDIVISION: /
 COUNTY: Lake
 SENIOR COMMUNITY?: No
 CERTIFIED 433A?:

LIST \$ ORIGINAL: \$243,000
 BASEMENT SQFT:
 COMMON WALLS: No Common Walls
 PARKING:
 HORSE:
 PROBATE AUTHORITY:

SELLER WILL CONSIDER CONCESSIONS IN OFFER:
 ROOM TYPE: Entry, Kitchen, Living Room, Primary Bathroom, Primary Bedroom, See Remarks
 EATING AREA:

COOLING: Central Air
 HEATING: Central
 VIEW: Neighborhood
 WATERFRONT:
 LAUNDRY: Dryer Included, Electric Dryer Hookup, Inside, Washer Hookup, Washer Included

PROP SUB TYPE: Single Family Residence (Detached)

STRUCTURE TYPE: House

COMMON INTEREST: None

INTERIOR

INTERIOR:
 MAIN LEVEL BEDROOMS: 3
 MAIN LEVEL BATHROOMS: 1

ACCESSIBILITY:
 APPLIANCES:
 KITCHEN FEATURES:
 BATHROOM FEATURES:

FLOORING:
 ENTRY LOC/ENTRY LVL: street/1
 FIREPLACE: Living Room

EXTERIOR

EXTERIOR:
 FENCING:
 DIRECTION FACES:

SECURITY:
 SEWER: Public Sewer

LOT: Back Yard, Front Yard, Rectangular Lot, Level
 POOL: Association, Community

PATIO/PORCH:
 SPA:

BUILDING

BUILDER NAME:
 MAKE:
 BUILD MODEL:
 TAX MODEL:

ARCH STYLE:
 DOOR:
 WINDOW:

ROOF:
 FOUNDATION DTLS:
 PROP COND:

CONSTR MTLS:
 OTHER STRUCT:
 NEW CONSTRUCTION YN: No

GARAGE AND PARKING

ATTACHED GARAGE?:
 UNCOVERED SPACES:

PARKING TOTAL: 0
 # REMOTES:

GARAGE SPACES: 0
 RV PARK DIM:

CARPORT SPACES:

GREEN

GREEN ENERGY GEN:
 WALK SCORE:

GREEN ENERGY EFF:

GREEN SUSTAIN:

GREEN WTR CONSERV:

POWER PRODUCTION

POWER PRODUCTION: No

GREEN VERIFICATION: No

COMMUNITY

HOA FEE: \$297/Monthly

HOA FEE 2:

HOA FEE 3:

COMMUNITY: Biking, BLM/National Forest, Curbs, Dog Park, Fishing, Foothills, Golf, Hiking, Gutters, Lake, Clubhouse, Guard, Security Horse Trails, Park, Hunting,

HOA NAME: Hidden Valley Lake

HOA NAME 2:

HOA NAME 3:

HOA AMENITIES: Pool, Barbecue, Picnic Area, Jogging Track,

HOA PHONE: (707) 987-3138

HOA PHONE 2:

HOA PHONE 3:

OF UNITS: 1

UNITS IN COMMUNITY:

STORIES TOTAL: 1

**Watersports, Military Land,
Mountainous, Preserve/Public Land,
Ravine, Stable(s), Rural, Sidewalks,
Storm Drains, Street Lights**
HOA MANAGEMENT NAME: **Manager**
HOA MANAGEMENT NAME 2:
HOA MANAGEMENT NAME 3:

LAND

LAND LEASE?: **No**
PARCEL #: **141684090000**
ADDITIONAL APN(s): **No**

LAND LEASE AMOUNT:
LAND LEASE AMT FREQ:
LAND LEASE PURCH?:
LAND LEASE RENEW:

UTILITIES:
ELECTRIC:
WATER SOURCE: **Public**
LOT SIZE DIM:
ASSESSMENTS: **None**

TAX LOT: **9**
TAX BLOCK: **16**
TAX TRACT #:
ZONING: **R1**
TAX OTHER ASSESSMENT: **\$0**
TAX OTHER ASSESS SOURCE: **Unknown**

SCHOOL

HIGH SCHOOL DISTRICT: **Lake**
HIGH SCH DIST SOURCE:

ELEMENTARY:
ELEM SCURCE:
ELEMENTARY OTHER:

MIDDLE/JR HIGH:
MIDDLE/JR SOURCE:
MIDDLE/JR HIGH OTHER:

HIGH SCHOOL:
HIGH SOURCE:
HIGH SCHOOL OTHER:

LISTING

BAC:
BAC RMRKS:
DUAL/VARI COMP?: **No**
LEASE CONSIDERED?: **No**
CURRENT FINANCING:
POSSESSION:
SIGN ON PROPERTY?: **Yes**
CONTINGENCY LIST:

TERMS: **1031 Exchange, Cash, Conventional, FHA,
USDA Loan, VA Loan**
LIST AGRMT: **Exclusive Right To Sell**
LIST SERVICE: **Full Service**
AD NUMBER:
DISCLOSURES:
INTERNET, AVM?/COMM?: **Yes/Yes**
INTERNET?/ADDRESS?: **Yes/Yes**
NEIGHBORHOOD MARKET REPORT YN?: **Yes**

LIST CONTRACT DATE: **07/22/24**
START SHOWING DATE:
ON MARKET DATE: **07/22/24**
PRICE CHG TIMESTAMP:
STATUS CHG TIMESTAMP: **11/06/24**
MOD TIMESTAMP: **11/06/24**
EXPIRED DATE: **02/26/25**
PURCH CONTRACT DATE:
ENDING DATE:

CONTINGENCY:
PRIVATE REMARKS:

SHOWING INFORMATION

SHOW CONTACT TYPE: **See Remarks**
SHOW CONTACT NAME:
SHOW CONTACT PH:

LCCK BOX LOCATION: **none**
LCCK BOX TYPE: **None**

OCCUPANT TYPE: **Owner**
OWNER'S NAME:

SHOW INSTRUCTIONS: **call for showing short notice ok**
DIRECTIONS: **Hartmann Road to security gate then first right leads to Dove Court**

AGENT / OFFICE

LA: **(LCASchmitt) August Schmitt**
CoLA:
LO: **(LCASRealEstate) August Schmitt Realty
Solutions**
LO PHONE: **707-799-0443**
CoLO:
CoLO PHONE:

LA State License: **01988680**
CoLA State License:
LO State License: **01988680**
LO FAX: **707-799-0443**
CoLO State License:
CoLO FAX:
Offers Email: **realtoraugust@gmail.com**

CONTACT PRIORITY

1.LA CELL: **707-799-0443**
2.LA DIRECT: **707-799-0443**
3.LA EMAIL: **realtoraugust@gmail.com**
4.LA VOICEMAIL:

PHOTOS

Click Arrow to display Photos

Report a Potential Violation

AGENT FULL: Residential LISTING ID: LC24150083

Printed by August Schmitt, State Lic: 01988680 on 01/22/2025 10:27:41 PM

Public Listing Links

My Resi Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt629/MyResiListings.mls>
My Resi Inc Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt430/MyResiIncListings.mls>
My Resi Lease Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt313/MyResiLeaseListings.mls>
My Land Lot Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt968/MyLandLotListings.mls>
My Manufactured in Park Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt229/MyManufacturedListings.mls>
My Comm Listings: <https://matrix.crmls.org/Matrix/Listings/LCASchmitt504/MyCommListings.mls>

18786 Dove Ct, Hidden Valley Lake, CA 95467-8342, Lake County

APN: 141-684-090-000 CLIP: 8403306180

MLS Beds	MLS Full Baths	Half Baths	MLS Sale Price	MLS Sale Date
2	1	N/A	\$57,900	09/30/2011
MLS Sq Ft	Lot Sq Ft	MLS Yr Built	Type	
1,008	11,761	1970	SFR	

OWNER INFORMATION

Owner Name	Martinez Carlos	Tax Billing City & State	Hidden Valley Lake, CA
Owner Name 2	Martinez Melanie	Tax Billing Zip	95467
Mail Owner Name	Carlos & Melanie Martinez	Tax Billing Zip+4	8342
Tax Billing Address	18786 Dove Ct	Owner Occupied	Yes

COMMUNITY INSIGHTS

Median Home Value	\$457,556	School District	MIDDLETOWN UNIFIED
Median Home Value Rating	7 / 10	Family Friendly Score	46 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	43 / 100	Walkable Score	6 / 100
Total Incidents (1 yr)	24	Q1 Home Price Forecast	\$473,769
Standardized Test Rank	28 / 100	Last 2 Yr Home Appreciation	1%

LOCATION INFORMATION

Zip Code	95467	Comm College District Code	Yuba
Carrier Route	H086	Census Tract	13.02
Zoning	R1	Within 250 Feet of Multiple Flood Zone	No
School District	Middletown		

TAX INFORMATION

APN	141-684-090-000	Lot	9
% Improved	83%	Block	16
Tax Area	062024	Fire Dept Tax Dist	S Lake Co
Legal Description	SENT P-58 12-18-18		

ASSESSMENT & TAX

Assessment Year	2023	2022	2021
Assessed Value - Total	\$69,890	\$68,521	\$67,178
Assessed Value - Land	\$12,068	\$11,832	\$11,600
Assessed Value - Improved	\$57,822	\$56,689	\$55,578
YOY Assessed Change (\$)	\$1,369	\$1,343	
YOY Assessed Change (%)	2%	2%	
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$1,147		
2022	\$1,199	\$52	4.54%
2023	\$1,217	\$19	1.56%

CHARACTERISTICS

County Land Use	Resid-Sgl Fam Residence	Total Baths	1
Universal Land Use	SFR	MLS Total Baths	1
Lot Acres	0.27	Full Baths	1
Lot Area	11,761	Quality	Average
Building Sq Ft	1,008	Construction Type	Steel/Heavy
Gross Area	1,008	Year Built	1970
Stories	MLS: 1	# of Buildings	1
Bedrooms	2		

SELL SCORE

Rating	High	Value As Of	2024-07-07 04:32:20
Sell Score	676		

ESTIMATED VALUE

RealAVM™	\$259,100	Confidence Score	67
----------	-----------	------------------	----

RealAVM™ Range
Value As Of

\$228,400 - \$289,800
07/01/2024

Forecast Standard Deviation

12

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	1956	Cap Rate	5.9%
Estimated Value High	2134	Forecast Standard Deviation (FSD)	0.09
Estimated Value Low	1798		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion a Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	<u>LC11099560</u>	Closing Date	09/30/2011
MLS Status	Closed	MLS Sale Price	\$57,900
MLS Area	LCHVL - HIDDEN VALLEY LAKE	MLS Listing Agent	Lcsvanderweken-Shalia Vanderweken
MLS Status Change Date	09/30/2011	MLS Listing Broker	CENTURY 21 LES RYAN
MLS Current List Price	\$57,900	MLS Source	CRM
MLS Original List Price	\$57,900		

MLS Listing #	Lc11080694
MLS Status	Canceled
MLS Listing Date	06/23/2011
MLS Listing Price	\$74,900
MLS Orig Listing Price	\$74,900
MLS Listing Cancellation Date	07/06/2011
MLS Source	CRM

LAST MARKET SALE & SALES HISTORY

Recording Date	07/06/2018	Sale Type	Full
Sale Date	Tax: 07/02/2018 MLS: 09/30/2011	Deed Type	Grant Deed
Sale Price	\$180,000	Owner Name	Martinez Carlos
Price Per Square Feet	\$178.57	Owner Name 2	Martinez Melanie
Document Number	<u>8876</u>	Seller	Torres Mary L Living Trust

Recording Date	07/06/2018	07/27/2015	09/30/2011	06/03/2011	12/18/1995
Sale Date	07/02/2018	07/08/2015	09/15/2011	05/24/2011	
Sale Price	\$180,000		\$58,000	\$55,000	
Nominal		Y			Y
Buyer Name	Martinez Carlos & Melanie A	Torres Mary L Living Trust	Torres Mary L	Financial Freedom Acquisition	Purkett Mae Trust
Seller Name	Torres Mary L Living Trust	Torres Mary L	Financial Freedom Acquisition	Mtc Financial Inc	Purkett Mae
Document Number	8876	9632	14219	7880	20373
Document Type	Grant Deed	Quit Claim Deed	Grant Deed	Trustee's Deed (Foreclosure)	Deed

Recording Date	00/1987
Sale Date	
Sale Price	
Nominal	
Buyer Name	
Seller Name	
Document Number	1355-349
Document Type	Deed (Reg)

MORTGAGE HISTORY

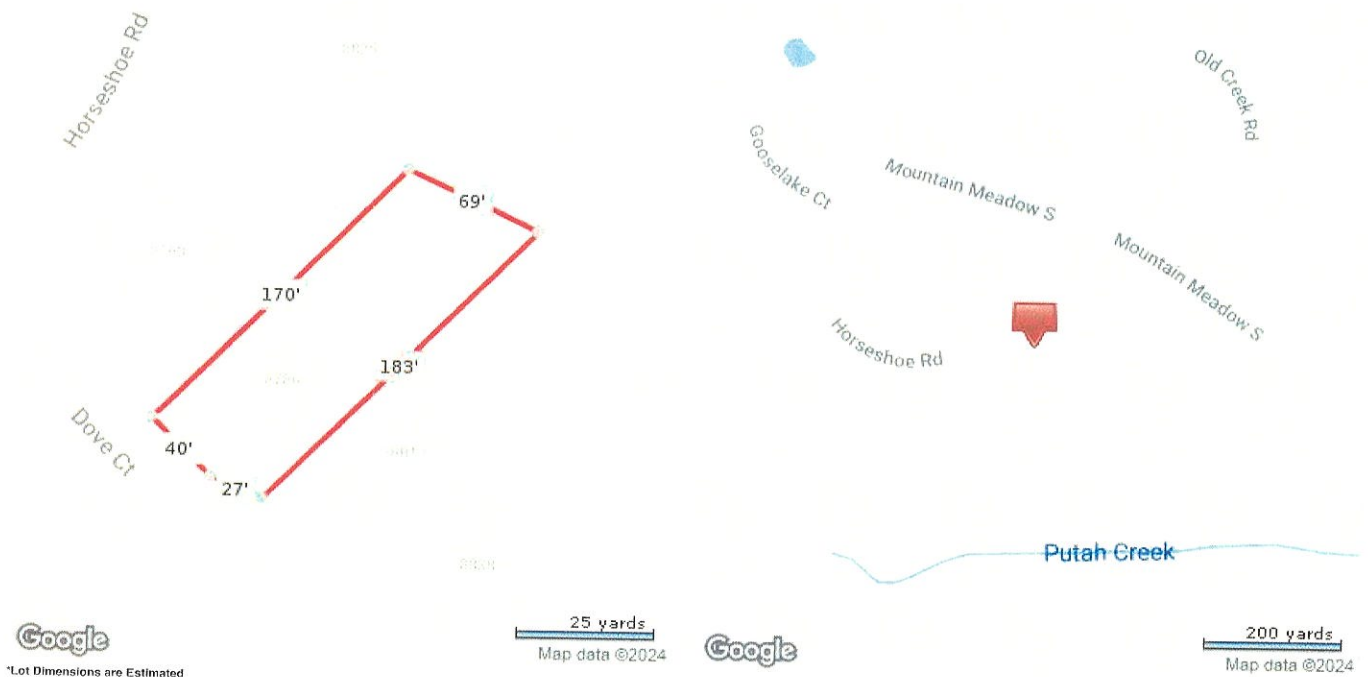
Mortgage Date	07/01/2022	04/30/2021	09/02/2020	10/17/2014	09/30/2011
Mortgage Amount	\$55,480	\$68,986	\$50,000	\$20,000	\$40,000
Mortgage Lender	Figure Lndg LLC	Figure Lndg LLC	Wtr Ln Fund	Wells Fargo Bk Na	Wells Fargo Bk Na

Mortgage Date	12/06/2006	12/06/2006	02/04/1998
Mortgage Amount	\$1	\$345,000	\$68,000
Mortgage Lender	Hud-Housing/Urban Dev	Oaktree Fndg Corp	Tri Cntys Bk
Mortgage Code	Fha	Fha	Conventional

FORECLOSURE HISTORY

Document Type	Notice Of Trustee's Sale	Notice Of Default
Default Date		01/24/2011
Foreclosure Filing Date	04/29/2011	01/24/2011
Recording Date	04/29/2011	01/24/2011
Document Number	6117	1217
Default Amount		\$231,979
Final Judgment Amount	\$237,410	
Original Doc Date	12/06/2006	12/06/2006
Original Document Number	31819	31819

PROPERTY MAP



Lake County Real Estate Disclosure Advisory
(To be used in conjunction with the CAR form SBSA-Statewide Buyer and Seller Advisory)

This advisory applies to the following property: 18786 Dove CT. HVL. CA 95467
Lake County, California.

AP Number: 141-884-090-000

In considering whether or not to buy or sell property in Lake County, you should read and understand the matters contained in this Disclosure Advisory, as well as the information from the following sources: Seller's Transfer Disclosure Statement and any Natural Hazards Disclosures, as well as the California Association of REALTORS[®] Statewide Buyer and Seller Advisory ("SBSA"), the booklet entitled "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants (Includes Toxic Mold Update)/The Homeowners Guide to Earthquake Safety," the Buyers Inspection Advisory, and all other notices and information you have or receive regarding the inspection and condition of real property generally and the specific property you are considering buying or selling.

This advisory is not a substitute for any investigations, inspections or warranties the buyer should obtain. The information contained herein is not part of the contract to buy or sell the above property, and is not a warranty of any kind by the seller or any agent(s) representing either the buyer or the seller in the purchase and sale of the above property. This advisory provides the parties with suggestions on where to obtain general information regarding issues specific to Lake County. Those suggestions are not intended to be an exhaustive list regarding where to obtain further information on the matters referred to herein, and the undersigned acknowledges that it is the solely the responsibility of the buyer and seller to obtain information through their own inspections with respect to the subject property.

1. **WIRE FRAUD:** Real estate wire fraud is one of the fastest growing cybercrimes in the country; typically a fraudster, posing as the real estate or title agent, sends an email to the buyer, providing wire instructions to the criminal's bank account, not the title agency's legitimate account. A good practice to avoid potential exploitation by scammers is to **VERIFY ALL EMAIL REQUESTS INVOLVING THE WIRING OF FUNDS OR CHANGES THERETO BY CALLING A VERIFIED PHONE NUMBER OF THE ALLEGED SENDER. PHONE NUMBERS INCLUDED IN BOGUS EMAILS MAY ALSO BE FRAUDULENT.**
2. **WATER CONSERVATION ORDINANCE:** Lake County has enacted a Water Conservation Ordinance that applies to all properties served by sewer systems maintained by the Lake County Sanitation District, which requires all toilet fixtures and shower heads that are not "low flow" to be replaced with the "low flow" type prior to close of escrow. The seller must provide the manufacture's name and model number of the replacement fixtures and heads to the Lake County Sanitation District for approval. To determine whether the property is affected by this Ordinance, and for more information, the parties are advised to contact Lake County Special Districts at (707) 263-0119.
http://www.co.lake.ca.us/Government/Directory/Special_Districts/Useful_Information/Water_Consevation/Water_Consevation_Ordinance.htm
3. **THE CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT:** In 1965 the California Legislature passed the California Land Conservation Act, better known as the Williamson Act. The purpose of this Act is to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. The Act creates an arrangement whereby private landowners contract with counties and cities to voluntarily restrict land to agricultural and open-space uses. Property in Lake County may be affected by this Act and buyers are encouraged to check with the County of Lake to help them identify if the proposed property is subject to the Act by calling the Lake County Agriculture Department at (707) 263-0217. More information about the Williamson Act can be obtained at the California Department of Conservation's website: <http://www.conservation.ca.gov/dlrp/lca/Pages/Index.aspx>
4. **PUBLIC WATER COMPANIES AND BACKFLOW PREVENTION:** Buyer/buyers are advised to check with the public water company providing service to their property for its rates and legal liabilities. To protect public water systems from potential contamination, or "cross connection", from other water sources (i.e: a well, lake water), the water company may require the homeowner to install a backflow prevention device on their home's water line. Backflow prevention is especially important on lakefront properties with a submersible pump in the lake for irrigation; it is critical to keep raw lake water from accidentally entering the public water system. Properties with a well in addition to a water system connection also have mandatory backflow prevention requirements to protect the public water supply. Backflow prevention devices require annual inspection and occasional repair. Please contact your water company for their backflow prevention policy and to determine if you are currently required to have the device installed or maintained.

5. **WELLS AND SEPTIC SYSTEMS:** Lake County provides information on wells and septic tanks which can be found at: http://www.co.lake.ca.us/Government/Directory/Environmental_Health/Programs/landdev.htm
 - a. **WELL INSPECTION:** Agents and seller urge the buyer to conduct an independent inspection of the property and to have the well(s) thoroughly inspected for water potability, (GPM (flow) and condition of equipment by a licensed, competent professional selected by the buyer.
 - b. **ALTERNATIVE SEPTIC SYSTEMS:** Alternative Septic Systems are legal in Lake County. They must be registered with the county health department and inspected twice a year. The inspections are mandatory and must be recorded with the county. The cost of the inspections is set by the contractor and may vary. It is advised that the buyer/buyers understand the Alternative Septic System, its operation, and all maintenance costs. The National Environmental Service Center (NESC) provides a pamphlet on Alternative Septic Systems which is available at: http://www.nesc.wvu.edu/pdf/WW/publications/pipline/PL_SU05.pdf
6. **MOSQUITOES:** The County can be subject to mosquitoes at various times of the year. Mosquitoes have been known to spread diseases including West Nile Virus. The county has an active abatement program through Vector Control. Standing water including neglected swimming pools can be a breeding ground for mosquitoes and can be reported to Lake County Vector Control at (707) 263-4770 or info@lcvcd.org.
7. **SEAWALLS:** Buyer/buyers are advised to investigate the condition of the property seawall, its construction, maintenance, and replacement costs.
8. **LAKE CONDITIONS:**
 - a. **RUMSEY GAUGE:** A measurement used to address issues pertaining to lake level management. In past years lake level has exceeded 11.5 feet above "0" Rumsey, causing extensive damage to many properties. The reading on the Rumsey Gauge will vary throughout the year. The current and past lake levels are available at <https://waterdata.usgs.gov/ca/nwis/uv?11450000>
 - b. **STATE PROPERTY:** All property below "0" Rumsey, also known as the high water line, is in the public land trust and the public has the right to use it regardless of how far into the water an individual property boundary extends. Land owners are not permitted to build, cut trees or remove tiles in this area.
 - c. **LAKEBED MANAGEMENT:** Lake County Department of Water Resources manages, among other things, the lakebed up to 7.79 feet above "0" Rumsey. This department also issues Administrative Encroachment Permits and Leases for piers, boat ramps, buoys, jetties, breakwater, filling and dredging. Buyer is advised to contact Water Resources at (707) 263-2344 for further information regarding lakebed management and lake conditions. The County has developed a Clear Lake Integrated Watershed Management Plan that should be reviewed. See <http://www.lakecountyca.gov/Government/Directory/WaterResources/database/watershedplan.htm>
 - d. **PIERS, BOAT RAMPS AND ENCROACHMENTS:** Construction, use and maintenance are monitored and controlled by State and County agencies. In general, any lakefront property owner with a pier, boat ramp or lakebed encroachment will have to sign a lease through Lake County Department of Water Resources.
 - e. **PUBLIC TRUST RIGHT-OF-WAY AND EASEMENT:** In most cases the public has the right to travel anywhere there is water. However, this may not be the case when a river or creek crosses over private property. Actual boundaries concerning a water easement/right-of-way should be determined on a parcel by parcel basis.
 - f. **RIPARIAN RIGHTS:** In some cases a property owner will have reasonable riparian rights to water crossing over or adjacent to their property. Water rights in California are always receiving legislative attention. Property owners are advised to keep abreast of the laws that will affect them.
 - g. **WETLANDS:** Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions. These generally include swamps, bogs, marshes and similar areas. There are special laws and restrictions that apply to use of these lands. For more information, contact Lake County Department of Water Resources at (707) 263-2344.
 - h. **RECLAMATION LANDS:** These are areas that have been reclaimed from the lake and converted to agricultural and residential use. These areas may be subject to heavy flooding. There are several reclamation areas in Lake

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County most of which are in Nice/Tipper Lake areas. There are special requirements for homes built within a reclamation district.

- i. **DEPARTMENT OF FISH AND WILDLIFE:** A State agency that handles issues pertaining to water and wildlife management. Buyer is advised to call California Department of Fish and Wildlife office in Lake County at (707) 263-0217 for further information.
 - j. **QUAGGA AND ZEBRA MUSSELS:** All water vessels using water bodies in Lake County are required to have a mandatory inspection for Quagga and Zebra Mussels. All vessels are required to have an Inspection Sticker prior to launching. Effective July 1, 2008 an inspection fee will be charged. Further, a ban is in place that prohibits the disposal of live bait and any liquid that contains or has contained live bait into Lake County water bodies. More information may be obtained by going to the Lake County Invasive Mussel Prevention Program website: <http://www.nomussels.com/>
 - k. **ALGAE:** A natural part of the lake for thousands of years. Generally the algae flourish during the hotter months of the year. Certain types of algae in the lake will emanate a distinct odor certain times of the year.
 - l. **HYDRILLA, AQUATIC WEEDS:** A variety of aquatic weeds, including hydrilla, are present in Clear Lake. These weeds can affect recreational and other uses of the lake. The County administers a spraying and weed harvesting program. For more information contact the Department of Public Works at 707-263-2341.
 - m. **MERCURY:** The levels of Mercury in the lake may vary depending on location. Monitoring is an ongoing program by government officials.
9. **FLOOD INSURANCE AND FLOOD HAZARD:** Most lenders will require flood insurance for homes and/or improvements located within certain areas of Lake County. The County has information identifying those areas at <http://publicapps.akecountycal.gov/floodchecks/floodcheckaddress.aspx>. An evaluation survey can be accomplished to determine exact location. Buyer should contact the Lake County Water Resources Department, (707) 263-2344, to confirm whether a property is in or out of the Special Flood Hazard Area or if it is in a floodplain, if it has ever flooded, and what the flood depth, velocity and warning times are.
10. **FIRE INSURANCE:** Insurance rates can vary dramatically throughout the County and are subject to increases based on insurance companies' rating systems. Some of the factors, but not all, that affect rates are distance from a manned fire station, distance from a fire hydrant and the slope of the terrain. Buyers are advised to obtain insurance information and quotes early in the escrow process to determine what current premium costs will be.
11. **WILDFIRE HAZARD:** Said property may possibly be located near or within an area that is defined as a Wildfire Hazard Area, per public maps available at CAL FIRE's Fire Hazard Severity Zone Map Project at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps. Fire Hazard Severity Zone maps are like flood zone maps; they evaluate "hazard," not "risk." It is important to understand that being in a hazard zone does not always mean high risk; mitigation activities may have been completed that reduce risk. Not being within a regulatory hazard zone does not guarantee safety. It is advisable to be prepared for emergencies regardless of your location. Buyers should also check with the County of Lake to help them identify if the proposed property is subject to any adopted fire-related ordinances that may affect hazard mapping and building code requirements.
12. **SOIL CONDITIONS:** Buyer are advised to retain the services of appropriate environmental consultants and engineers to thoroughly assess any soil condition concerns.
- a. **EROSION:** Erosion will occur on all property. The extent of erosion is often proportional to the care taken to prevent the process. Wave action caused by boats, rains, water runoff after a wildfire, wind or other factors can accelerate the erosion process significantly.
 - b. **EARTH EXPANSION AND CONTRACTION:** Water levels, rain, run-off, evaporation, etc. can cause some soils to expand and contract. In some cases, based on soil type, this causes settling and/or swelling of the land beneath a structure. This type of action, among other things, can cause foundations to crack and separate.
 - c. **LANDFILL:** Many of the properties bordering canals, creeks and in some cases the lake, has had some sort of land fill. The type of compacting density of the fill plays an important role in property stability over the years. Areas such as the Keys in Clearlake Oaks, Lands End in Lakeport, Highlands Harbor in Clearlake, and Kono-Tayce/Paradise Cove in Lucerne are just some of the areas in Lake County known to have land fill.
 - d. **SERPENTINE SOIL:** This is to advise you that Serpentine rock is present in the soils of Lake County and may either exist on the above property or in its vicinity. Serpentine rock, which can contain naturally-occurring asbestos, may pose a health hazard to those exposed to ambient asbestos fibers in dust caused by surface mining, grading, and the use of serpentine rock as a surface material for unpaved roads. Buyer acknowledges that real estate Brokers and Agents do not have the background skill and expertise necessary to evaluate the existence of or the potential risk presented by the existence of naturally-occurring asbestos and serpentine rock on or within the



vicinity of the property. As with any other potential environmental hazard, Brokers advise you as a buyer of the above property to fully investigate and satisfy yourself as to the existence of exposed Serpentine rock on the property or within its vicinity or any Serpentine-surfaced roads within the vicinity of the property and the hazards, if any, posed thereby. That investigation should include consulting with appropriate expert(s) who can identify and test any exposed rock on the property or within its vicinity to determine whether it may present a health risk to buyer. Such experts may include a geologist, environmental engineer, and/or a state certified asbestos inspector. Third party companies that review state and local maps and prepare disclosure reports are not an appropriate source for making these site-specific determinations.

13. **PROPERTY LINE:** The above stated property that is being offered for purchase may or may not have been surveyed for the purpose of this transaction. If the property is fenced or partially fenced, that fencing may not coincide with the exact location of the boundary lines. Any flagging found upon the property may not coincide with the exact location of the boundary lines. The buyer(s) have read and understand the above. The buyer(s) are offering to purchase property that has not been surveyed for this transaction. The Buyer(s) realize that only a licensed surveyor can make an exact representation as to the location of the boundary lines, corners, or land areas (i.e. acreage).

Further, the sellers, Real Estate Broker and the Agents recommend buyer(s) employ a licensed surveyor to ascertain the exact location of the boundaries or land areas. For more information consult the website for the California Board for Professional Engineers and Land Surveyors: <https://bpelsg.ca.gov/>

14. **HIGHWAY AND ROAD CONSTRUCTION:** The County of Lake and the State of California may have plans to expand some of the county roads and state highways within Lake County. Buyer/Buyers who may have concerns are urged to check with the County and/or CalTrans about any proposed road projects. Buyer/Buyers may contact the County of Lake Department of Public Works at (707) 263-2341 or visit the website at: http://www.co.lake.ca.us/Government/Directory/Public_Works/Bids_and_Projects.htm

Caltrans can be contacted at (707) 441-4678 or their website may be visited at: <http://www.caltrans.ca.gov/>.

15. **ARCHAEOLOGICAL SITES:** Buyer-buyers are advised that Lake County has many recorded and undiscovered archaeological sites. This information is confidential, and real estate agents do not have access to it, or the training to recognize them. While these will not affect the vast majority of real estate parcels, they may complicate development plans. Buyer/buyers should consult a licensed archaeologist if they are concerned about the possible presence of sites on a property they are purchasing.
16. **DEAD AND DISEASED TREES:** Dead, diseased or dying trees can be hazardous to persons and property and may infect other trees and vegetation. Treatment and/or removal of diseased, dying or dead trees and other vegetation can be costly. Brokers and Agents do not have expertise in this area. Buyers are advised to consult with qualified professionals during inspection periods.
17. **ENDANGERED SPECIES ACT:** Within Lake County there are a number of endangered species that include wildlife, flora and fauna. There can also be candidates for declaration. Endangered species and candidates for declaration are protected under the Federal Endangered Species Act and the California Endangered Species Act. These species are protected from, among other things, being killed, harassed, harmed, pursued, hunted, wounded or trapped and from attempts to do the same. The laws also protect the habitat that is designated as critical or essential for these species. Presence of a listed plant or animal on the property can have serious consequences including but not limited to prohibition or limitations on building, remodeling, grading, landscaping, and on agricultural, livestock and equestrian activities. In some cases costs to complete projects may be increased due governmental requirements for environmental mitigation of the effects of buyer's plans or activities. Violations of these laws can result in substantial fines, civil penalties, forfeiture of certain personal property, and prison sentences. To determine if a property is within a designated critical or essential habitat for any listed species buyers should contact the U.S. Fish and Wildlife Service at <http://www.fws.gov> and the California Department of Fish and Wildlife at <https://www.wildlife.ca.gov/>. Buyers should consider engaging qualified professionals who are experienced with the application and enforcement of the Endangered Species Act and its requirements.
18. **RURAL AREA:** Many parts of Lake County are rural and as a result may have land use practices and activities that are permissible, but unfamiliar to buyers from more urban areas. Some of the items, but not all, include smoke and odors from burning yard or agricultural waste, use of offroad vehicles and machinery, and dust, noise, vibration and other effects from permissible land use practices and activities. Buyers should investigate these permitted practices and activities and other conditions associated with rural life including, but not limited to, response times for fire, law enforcement and other public safety services. Rural areas can have wild animals on or near the Property including, but not limited to mountain lions, bobcats, hawks, rattlesnakes, coyotes, gophers and deer.
19. **RIGHT TO FARM:** In 2005 Lake County put into effect the Right to Farm Ordinance which requires upon transfer of real property by sale, exchange, installment land sale contract, lease with option to purchase, or ground lease coupled

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with improvements, or transfer of residential stock cooperative, the transferor shall require that the disclosure statement set forth in the Lake County Code, Subsection 43.4 of Article IV of Chapter 3, shall be signed by the purchaser or lessee.

Buyers should review the "FOR DWELLINGS - NOTICE OF FARMING PRACTICES REQUIRED" disclosure before signing. As of the creation of this document (1/28/2019), the most current revision of this disclosure is dated 6/23/2014 and is attached at the end of this document. Get the latest version from the Lake County Community Development Department at (707) 263-2382 and <http://www.lakecountyca.gov/Assets/Departments/CDD/Building/Building+Forms/For+Dwellings+-+Notice+of+Farming+Practices+Required.pdf>.

Subsection 44.6 indicates "the right to farm notice" shall contain, and be substantially in the form of, the following:

The County of Lake recognizes and supports the right to farm agricultural lands in a manner consistent with accepted customs, practices, and standards. Residents of property on or near agricultural land should be prepared to accept the inconveniences or discomforts associated with agricultural operations or activities, including but not limited to noise, odors, insects, fumes, dust, the operation of machinery of any kind during any twenty-four (24) hour period (including aircraft), the application by spraying or otherwise of chemical fertilizers, soil amendments, seeds, herbicides, and pesticides, the storage of livestock feed and other agricultural commodities and the storage, application and disposal of manure. Lake County has determined that inconveniences or discomforts associated with such agricultural operations or activities shall not be considered to be a nuisance. Lake County has established a grievance committee to assist in the resolution of any disputes which might arise between residents of this County regarding agricultural operations or activities. If you have questions concerning this policy or the grievance committee, please contact the Lake County Agricultural Commissioner.

20. **MEDICAL AND PERSONAL CULTIVATION OF MARIJUANA:** Buyer and Seller are advised that California law permits individuals to cultivate, possess and use marijuana for medical or personal use. Commercial operations are also permitted by the state including cultivation, manufacturing, testing and retail sales. California's marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical or personal use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyers and Sellers are 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 or has taken place.

Local regulations can vary from state regulations. Buyer and Seller are advised to check with the local municipalities for the most current regulations. County regulations can be different from the cities of Lakeport and Clearlake regulations, which can be different from each other. Buyers should review the appropriate regulations prior to the release of contingencies.

Regulations are subject to change at all levels state, county and cities.

County regulations are available at:

- County of Lake: http://www.lakecountyca.gov/Government/Directory/Community_Development/Planning/Cannabis.htm
- City of Clearlake: <https://www.clearlake.ca.us/152/Codes-Ordinances>
- City of Lakeport: <http://www.codepublishing.com/CA/Lakeport/#!/Lakeport17/Lakeport17.html>

21. **MINING OPERATIONS:** In the past and currently there have been and are mining operations within Lake County. In some cases abandoned and existing mines may exist and be unmapped. Both abandoned and active mines can pose serious physical and safety hazards, such as open shafts or adits (mine tunnel) as well as environmental hazards such as the potential to contaminate surface water, ground water or air quality. Buyers are advised to contact an expert in Natural Hazards Disclosure to determine if mining operations are located near the property.

The California Department of Conservation's Division of Mine Reclamation maintains the following lists:

- Abandoned mines at: http://www.conservation.ca.gov/dmr/abandoned_mine_land
- Active mines at: <http://www.conservation.ca.gov/dmr>

22. **UTILITY COSTS:** Costs for utilities can vary throughout the County. Buyers are advised to check with the local utility companies for electricity, water and sewer, propane, disposal services and other utility costs. Rate increases may be planned for in advance and Buyer is advised to inquire about any planned rate increases.

23. **SEISMIC ACTIVITY:** Lake County can be subject to seismic activity, both natural and induced. Induced seismicity refers to seismic events that are caused by human activities, such as fluid injection into and production from energy reservoirs that alter the stresses and strains on the earth's crust.
24. **GEOTHERMAL OPERATIONS:** Geothermal Operations are conducted in some areas of the County. Geothermal operations could create environmental issues including but not limited to: water pollution, land subsidence, erosion, air quality pollution, noise pollution, generation of hazardous materials and seismic activity. Existing owners and purchasers of property within or near potential geothermal areas should be advised of likely geothermal operations in the area by regularly updated maps available at the Lake County Community Development Department, (707) 263-2382. For more information on Geothermal Operations and seismicity buyers and sellers may visit the Calpine websites at <http://www.geysers.com/> or <http://www.calpine.com/>
25. **MANUFACTURED HOME:** is a structure that is transportable in one or more sections. In traveling mode, the home is eight feet or more in width and forty feet or more in length. A Manufactured Home is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled. For more information see the HUD webpage on general requirements for manufactured homes at: https://www.hud.gov/program_offices/housing/rmra/mhs/mhshome.
26. **MOBILE HOME:** is a structure designed for human habitation and for being transportable on a street or highway under permit pursuant to California Vehicle Code Section 35790, and as defined in Section 18008 of the Health & Safety Code. "Mobile home" does not include a recreational vehicle as defined in 18010 of the Health & Safety Code, or a commercial coach, as defined in Section 18001.8 of the Health & Safety Code. Mobile Homes are regulated by the California Department of Housing and Community Development (HCD). In accordance with the California Health and Safety Codes, Mobile Homes cannot be offered for sale, transferred, rented or leased unless the unit is in compliance with the construction code applicable for that year/model. Seller/Buyer is advised that HCD is the only agency authorized to inspect and certify compliance. Seller/Buyer may obtain inspections from any individual they so desire, however, the inspection/repair may not be to a level satisfactory with HCD requirements and therefore may not be in compliance. This inspection is not currently required by law unless the unit has been modified/improved without an HCD inspection. In any case, we recommend that either/both parties consider an HCD inspection. **BUYER AND SELLER UNDERSTANDS AND THAT ANY DEFECTS DISCOVERED BY AN HCD INSPECTION MUST BE CORRECTED WITHIN THE MOBILE HOME TRANSFERS OWNERSHIP/RENTS/LEASES OR NOT. A SECOND INSPECTION WILL BE NEEDED TO VERIFY COMPLIANCE.** For more information contact HCD Department of Codes & Standards at (916) 445-3338. Buyers are advised that any manufactured or mobile home moved from its original installation location may not be eligible for standard financing.
27. **MOBILE HOME AGE VERSUS RESIDENCY IN A MOBILE HOME PARK:** A park owner may terminate the space rental agreement if the mobile home is over a certain age. Eligibility for termination is triggered when the mobile is transferred. Buyers/Sellers are advised to consult the park owner/manager as early as possible before the close of escrow.
28. **MOBILE HOME PARK VACANCY RATES OF 20% OR MORE:** Any mobile home park owner or operator in the County that has a vacancy rate of 20% or greater of the total number of spaces in existence in the mobile home park shall file with the Community Development Director a written notice informing the County of the current vacancy rate at the park. The written notice to the Community Development Director shall clearly state any known reasons for the vacancy rate to be in excess of 20% and whether or not the property owner intends in the immediate future to convert the mobile home park to another use. More information can be obtained in County Ordinance 2836. Buyers may contact the Clerk to the Board of Supervisors at (707) 263-2371 to obtain copies of ordinance.
29. **COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs), HOMEOWNERS' ASSOCIATIONS (HOAs):** Buyers and sellers are advised that some areas may be subject to CC&Rs, Homeowners' Association rules, fees and regulations. Buyers are advised to obtain and review a copy of the HOA rules and regulations prior to lifting contingencies, and to obtain and review a copy of the CC&Rs referenced in the preliminary title report. HOA rules and regulations may be obtained through the seller or their agent; CC&Rs may be obtained through a request to your escrow officer.
30. **CITIES OF LAKEPORT AND CLEARLAKE:** These cities may have their own ordinances other than the County ordinances. Buyers/Sellers should contact the City Clerk to get information about each of the cities' respective ordinances. The Lakeport City Clerk can be reached at 707-263-5615. The Clerk for the City of Clearlake can be reached at 707-994-8201 x106.

31. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING THE BROKER:

Broker does not warrant or guarantee the condition of the Property;

Broker shall not be responsible for failure to disclose to buyer(s) facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to Broker;

Broker has not verified square footage or size of structures or land, boundary lines of the property, representations made by others (including but not limited to the seller), information contained in inspection reports or in the Multiple Listing Service or that has been copied therefrom or in advertisements, flyers or other promotional material, or any other matters described in this Disclosures and Disclaimers Advisory, unless otherwise agreed in writing;

Broker does not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of buyer or seller and does not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by seller or by others;

Broker is not responsible for any errors in data syndication to public real estate websites;

Broker does not decide what price buyer should pay or seller should accept; and

Broker is not qualified to give legal, tax, insurance or title advice.

32. COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THIS 7-PAGE DOCUMENT

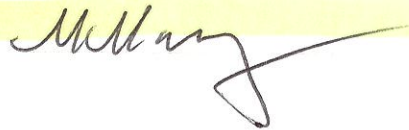
BUYER

Date:

BUYER

Date:

SELLER



Date:

SELLER

Date:

Rev 6/23/2014 is current version as of 1/28/2019. Get latest version from Lake County Community Development Department at (707) 263-2382.

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF CALIFORNIA, DESCRIBED AS ASSESSOR'S PARCEL NUMBER(s) 041-684-090-000. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE-DESCRIBED PROPERTY IN COMPLIANCE WITH ARTICLE IV OF **CHAPTER 3** OF THE ORDINANCE CODE OF LAKE COUNTY. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

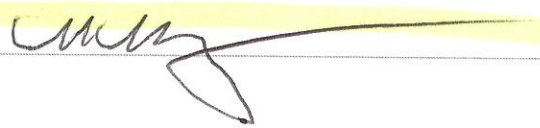
SELLER'S INFORMATION

THE SELLER DISCLOSES THE FOLLOWING INFORMATION WITH THE KNOWLEDGE THAT EVEN THOUGH THIS IS NOT A WARRANTY, PROSPECTIVE BUYERS MAY RELY UPON THIS INFORMATION IN DECIDING WHETHER AND ON WHAT TERMS TO PURCHASE THE SUBJECT PROPERTY. SELLER HEREBY AUTHORIZES ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION TO PROVIDE A COPY OF THIS STATEMENT TO ANY PERSON OR ENTITY IN CONNECTION WITH ANY ACTUAL OR ANTICIPATED SALE OF THE PROPERTY. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AS REQUIRED BY THE COUNTY OF LAKE AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

THE COUNTY OF LAKE PERMITS AGRICULTURAL OPERATIONS AND ACTIVITIES WITHIN THE COUNTY.

If your property is adjacent to or near property used for agricultural operations or activities or on agricultural lands, you may be subject to inconveniences or discomforts arising from such operations or activities, including but not limited to noise, odors, insects, fumes, dust, the operation of machinery of any kind during any twenty-four (24) hour period (including aircraft), the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides, the storage of livestock feed and other agricultural commodities and the storage and disposal of manure. Lake County has determined that inconveniences or discomforts associated with such agricultural operations or activities shall not be considered to be a nuisance and that residents or users of nearby property should be prepared to accept such inconvenience or discomfort as a normal and necessary aspect of living in a county with a strong rural character and an active agricultural sector. Lake County has established a grievance committee to assist in the resolution of any disputes which might arise between residents of this County regarding agricultural operations or activities. If you have any questions concerning this policy or the Agricultural Grievance Committee, please contact the Lake County Agricultural Commissioner.

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

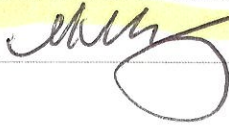
Seller  Date _____

Seller _____ Date _____

Addendum: County of Lake "FOR DWELLINGS - NOTICE OF FARMING PRACTICES REQUIRED" disclosure

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

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

Seller  Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker) Representing Seller  Date 7-14-2024
(Associate Licensee or Broker)

Agent (Broker) Obtaining the Offer _____ Date _____
(Associate Licensee or Broker)

Present Assessor's Parcel Number(s)  141-684-090-000

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

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety* (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:

- ☒ Helpful ☐ Clearly written
☐ Too detailed ☐ Confusing
☐ Not detailed enough
- ☐ The booklet helped me to locate earthquake weaknesses in my home.
☐ I have strengthened my home to resist earthquakes.
☐ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was 1970.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update Home Energy Rating booklet.

Property Address: 18786 DORE CT. HVL CA 95467

Date _____ Time _____
(Buyer's signature) (printed name)

Date _____ Time _____
(Buyer's signature) (printed name)

Date _____
(Buyer's Agent's signature) (printed name) (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then the booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 04/13 Official C.A.R. * P

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update Home Energy Rating booklet.

Property Address: 18786 DORE CT. HVL CA 95467

Date 7/14/24 Time _____
(Seller's signature) (printed name)

Date 7-14-24 Time _____
(Seller's signature) (printed name)

Date 7-14-24 _____
(Listing Agent's signature) (printed name) (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

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Revised 04/13 Official C.A.R. * P



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/24)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy 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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SBSA REVISED 6/24 (PAGE 1 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15)

AUGUST SCHMITT REALTY SOLUTIONS, 14510 LAKESHORE AVE CLEARLAKE CA 95422
August Schmitt Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 7077990443

Fax:

www.lwolf.com

18786 Dove Court

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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 and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage.



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

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

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

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

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

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



- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.



C. Off-Site and Neighborhood Conditions

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



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

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

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

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

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

D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's 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.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported



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

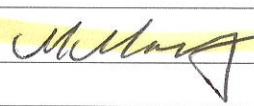
G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ _____
- B. ☐ _____
- C. ☐ _____
- D. ☐ _____

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

BUYER	_____	Date	_____
BUYER	_____	Date	7/14/24
SELLER		Melanie Martinez	Date _____
SELLER	_____	Carlos Martinez	Date _____

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SBSA REVISED 6/24 (PAGE 15 OF 15)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 15 OF 15)

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18786 Dove Court





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☐ Residential Lease or Month-to-Month Rental Agreement, ☒ Other: _____,
dated 07/14/2024, on property known as: 18786 Dove Court, Hidden Valley Lake, CA 95467 ("Property")
in which _____ is referred to as Buyer or Tenant
and Melanie Martinez, Carlos Martinez is referred to as Seller or Housing Provider.
Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that 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 intelligent 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 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.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

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 www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Housing Provider Melanie Martinez

Date 7/14/24

Seller or Housing Provider Carlos Martinez

Date



2. LISTING AGENT'S ACKNOWLEDGMENT

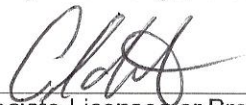
Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

AUGUST SCHMITT REALTY SOLUTIONS

Agent (Broker representing Seller or Housing Provider)
(Please Print)

By


Associate-Licensee or Broker Signature
August Schmitt

Date

7-14-2024**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in **paragraph 1** above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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LPD 12/21 (PAGE 2 OF 2)

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 18786 Dove Court



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

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

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) **Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

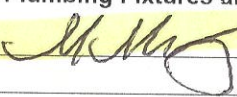
- (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

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

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

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

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

Seller		Melanie Martinez	Date	7/14/24
Seller		Carlos Martinez	Date	
Buyer			Date	
Buyer			Date	

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WCMD REVISED 6/24 (PAGE 1 OF 1)

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY (WCMD PAGE 1 OF 1)

AUGUST SCHMITT REALTY SOLUTIONS, 14510 LAKESHORE AVE CLEARLAKE CA 95422
August Schmitt

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www.lwolf.com

18786 Dove Court



WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

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

Property Address: **18786 Dove Court , Hidden Valley Lake, CA 95467**

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Melanie Martinez Date 7/14/24
Seller Carlos Martinez Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer _____ Date _____
Buyer _____ Date _____

SMOKE ALARM STATEMENT OF COMPLIANCE

- 1. STATE LAW:** California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room.
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- 4. EXCEPTIONS:** Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller Melanie Martinez Date 7/14/24
Seller Carlos Martinez Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Alarm Statement of Compliance.

Buyer _____ Date _____
Buyer _____ Date _____

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WHSD REVISED 12/23 (PAGE 1 OF 1)

WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)

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August Schmitt

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18786 Dove Court





FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM

(C.A.R. Form FHDS, Revised 6/22)

This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property known as **18786 Dove Court, Hidden Valley Lake, CA 95467** ("Property"), in which _____ is referred to as Buyer, and **Melanie Martinez, Carlos Martinez** is referred to as Seller.

1. LAW APPLICABILITY: If this property does not meet the conditions stated in **paragraph 1A** or **1B**, there is no requirement to complete the subsequent applicable paragraphs.

A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in **paragraph 2** are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a **high or very high** fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN **PARAGRAPH 2B**.

B. Defensible Space Compliance: The disclosures and requirements specified in **paragraph 3** are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a **high or very high** fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, **PARAGRAPH 3** DOES NOT HAVE TO BE COMPLETED.

C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has 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. A link to the viewer can be found on CalFire's website at <https://www.fire.ca.gov/dspace/>.

2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met):

A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. 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](http://WWW.READYFORWILDFIRE.ORG)".

B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers...

- | | |
|--|---|
| (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant | ☐ Yes ☒ No |
| (2) Roof coverings made of untreated wood shingles or shakes. | ☐ Yes ☒ No |
| (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. | ☐ Yes ☒ No |
| (4) Single pane or non-tempered glass windows. | ☐ Yes ☒ No |
| (5) Loose or missing bird stepping or roof flashing. | ☐ Yes ☒ No |
| (6) Rain gutters without metal or noncombustible gutter covers. | ☐ Yes ☒ No |

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

A. LOCAL COMPLIANCE REQUIREMENTS: The Property (☐ IS, ☐ is NOT) subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to **paragraph 3A** if the conditions in **paragraph 1B** are met.)

B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:

(1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.

OR (2) ☐ Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last. If this paragraph is checked, also check **paragraph 3C(5)** below.

OR (3) ☐ Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in **paragraph 3N(1)** of the Agreement, whichever occurs last.

C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:

(1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*



- OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
- OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.
- OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
- OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
- OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4. ☐ **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller Melanie Martinez Date 7/14/24

Seller Carlos Martinez Date _____

Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Buyer _____ Date _____

Buyer _____ Date _____

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DEFENSIBLE SPACE DECISION TREE

(C.A.R. Form DSDT, 6/22)

The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.

Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a **high** or **very high** fire hazard severity zone. **IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.**

If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	☐ If Yes, check the "IS" box in 3A and then go to step 2. ☐ If No, check the "is NOT" box in 3A and then go to step 4. - If seller does not know, see the next column and find out.	How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure. • Contact your local fire marshal; • Contact CalFire @ https://www.fire.ca.gov/dspace/ • Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	☐ If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3. ☐ If No, paragraph 3B(1) applies and go to step 3.	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	☐ If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM. ☐ If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM ☐ If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM. ☐ If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM. - If Yes, go to step 3.1.	If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

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DSDT 6/22 (PAGE 1 OF 2)

DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 1 OF 2)

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18786 Dove Court



	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property) Does the law require seller to obtain documentation of compliance?	☐ If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM. ☐ If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM.	If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4	(No local law applies) Does seller have a report prepared by a Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	☐ If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM. ☐ If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1.	If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements) Will seller pay to bring the property into compliance?	☐ If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM. ☐ If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM.	If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.] If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)
- Seller can hire a government Authorized Defensible Space Inspector (see <https://www.fire.ca.gov/dspace/>)

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DEFENSIBLE SPACE DECISION TREE (DSDT PAGE 2 OF 2)

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18786 Dove Court





WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)
(C.A.R. Form WFDA, Revised 6/22)

1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean-up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
 - A. Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
 - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
 - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
 - D. Local, state and federal requirements for cleanup and building approvals;
 - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
 - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
 - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
 - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
 - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
 - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
 - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES: Buyer/Lessee is advised:**
 - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
 - B. To investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
 - C. That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
 - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
 - E. That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Lessee's ability to afford or qualify for loans or meet income ratios for rentals.
 - F. That if you are not able to obtain fire insurance and have removed property investigation or loan contingencies you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/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 "WildfireResource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services "Cal OES"
California Wildfires Statewide Recovery Resources <https://wildfirerecovery.caloes.ca.gov/>
 - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
 - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
 - G. Buyer/Lessee is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
 - A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a high or very high fire hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
 - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.



- C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.
6. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves.

Buyer/Lessee has read and understands this Advisory. By signing below, Buyer/Lessee acknowledges receipt of a copy of this Advisory.

Buyer/Lessee _____ Date _____

Buyer/Lessee _____ Date _____



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): 18786 Dove Court
B. **TRANSFEROR'S NAME:** Hidden Valley Lake, CA 95467 ("Property")
C. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL ("Transferor")

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 [Signature] Date 7/14/24
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

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.

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AS REVISED 12/21 (PAGE 1 OF 2)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

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August Schmitt

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18786 Dove Court

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 Initials



AS REVISED 12/21 (PAGE 2 OF 2)

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com 18786 Dove Court



FOR YOUR PROTECTION: GET A HOME INSPECTION
Required For FHA Transactions
(C.A.R. Form HID, Revised 12/23)

Why You Need a Home Inspection

Buying a home is probably the biggest investment you will ever make. The purpose of a home inspection is to inform and educate you about the property before you make a financial commitment. A home inspection will give you more detailed information about the overall condition of the house you want to buy.

Be an Informed Buyer

A home inspection will only occur if you arrange for one; FHA does not perform home inspections. For a fee, a qualified inspector will take an unbiased look at your potential new home to evaluate its physical condition; estimate the remaining useful life of the major systems, equipment, structure, and finishes; and identify any items that need to be repaired or replaced. If you request an inspection early in the process, you may be able to make your purchase contract contingent on its results.

What is Included in the Inspection?

To better understand what to expect in the home inspection, ask the prospective inspector for their Standards of Practice (SOP) or for a sample home inspection report.

How to Find an Inspector

To find a qualified home inspector ask for references from friends, real estate professionals, local licensing authorities and organizations that qualify and test home inspectors.

Appraisals are NOT Home Inspections!

An appraisal is required to estimate the home's value for your lender and does not replace a home inspection. FHA does not guarantee the value or condition of your new home. If you find problems with your home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you.

Radon Gas Testing and Other Health or Safety Issues

The Environmental Protection Agency and the Surgeon General recommend that all houses be tested for radon. For more information, call the toll-free National Radon Information Line at 1-800-SOS-Radon (1-800-767-7236). Ask your inspector if additional health and safety tests are relevant for your home, such as mold; air or water quality; presence of asbestos, lead paint, or urea formaldehyde insulation; or pest infestations.

I(we) acknowledge receipt of this For Your Protection: Get a Home Inspection.

Buyer: _____ Date _____
Buyer: _____ Date _____

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HID REVISED 12/23 (PAGE 1 OF 1)



FOR YOUR PROTECTION: GET A HOME INSPECTION (HID PAGE 1 OF 1)

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18786 Dove Court



BUYER'S AFFIDAVIT

That Buyer is acquiring property for use as a residence
and that sales price does not exceed \$300,000.
(FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT)
(C.A.R. Form AB, Revised 12/21)

1. I am the transferee (buyer) of real property located at 18786 Dove Court, Hidden Valley Lake, CA 95467.
2. The sales price (total of all consideration in the sale) does not exceed \$300,000.
3. I am acquiring the real property for use as a residence. I have definite plans that I or a member of my family will reside in it for at least 50 percent of the number of days it will be in use during each of the first two 12 month periods following the transfer of the property to me. I understand that the members of my family that are included in the last sentence are my brothers, sisters, ancestors, descendants, or spouse.
4. I am making this affidavit in order to establish an exemption from withholding a portion of the sales price of the property under Internal Revenue Code § 1445.
5. I understand that even if the sales price does not exceed \$300,000 if the other information in this affidavit is not correct, I may be liable to the Internal Revenue Service for up to 10 percent of the sales price of the property, plus interest and penalties.

Under penalties of perjury, I declare that the statements above are true, correct and complete.

Signature _____ Date _____

Typed or Printed Name _____

Signature _____ Date _____

Typed or Printed Name _____

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

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AB REVISED 12/21 (PAGE 1 OF 1)

BUYER'S AFFIDAVIT (AB PAGE 1 OF 1)

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18786 Dove Court



BUYER'S INSPECTION WAIVER

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

Property Address: 18786 Dove Court, Hidden Valley Lake, CA 95467 ("Property").

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

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and (ii) you should not rely solely on reports provided by Seller or others. A general physical (home) 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 additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.
2. **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. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.
3. **WAIVERS:**
 - A. **HOME INSPECTION WAIVER:** Broker recommends that Buyer obtain a home inspection, even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
_____/_____. Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.
 - B. **WOOD DESTROYING PEST INSPECTION WAIVER:** Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
_____/_____. Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.
 - C. **OTHER:** Broker recommends that Buyer obtain an inspection for the following items: _____

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

_____/_____ Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

4. **WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS:** Buyer has received a:
☐ General Home Inspection Report prepared by _____ dated _____,
☐ Wood Destroying Pest and Organism Report prepared by _____ dated _____,
☐ Other _____ Report prepared by _____ dated _____.
That report recommends that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional investigations. **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
_____/_____ Buyer has decided not to obtain any of the additional inspections, investigations, or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer _____ Date _____

Buyer _____ Date _____

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REAL ESTATE BUSINESS SERVICES, LLC.
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525 South Virgil Avenue, Los Angeles, California 90020

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