



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER INSTRUCTION TO EXCLUDE LISTING FROM THE MULTIPLE LISTING SERVICE AND DAYS ON MARKET (C.A.R. Form SELM, Revised 6/20)

This is an addendum ("Addendum") to the Listing Agreement or [ ] Other ("Agreement") dated 03/08/2023 on property known as 538 Rosario Dr, Thousand Oaks, CA 91362 ("Property"), in which Dale Holden Trustee is referred to as Seller and ICM Real Estate, Inc. is referred to as Broker.

- 1. MULTIPLE LISTING SERVICE: Broker is a participant/subscriber to the CRMLS Multiple Listing Service (MLS).
2. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS
A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers...
B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS...
C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers...
3. MANDATORY SUBMISSION TO MLS/CLEAR COOPERATION POLICY:
A. The MLS requires [X] Does NOT require - see paragraph D below) brokers participating in the service...
B. Public marketing includes, but is not limited to, flyers displayed in windows...
C. Excluding the Property from the MLS means that Seller is authorizing limited exposure...
D. [X] MLS HAS NOT ADOPTED THE NATIONAL ASSOCIATION OF REALTORS® CLEAR COOPERATION POLICY...
4. SELLER INSTRUCTION TO BROKER TO EXCLUDE PROPERTY FROM THE MLS: (This paragraph 4 applies, unless 3D is checked.)
A. [X] Do NOT market the Property immediately. Begin marketing to the public on 03/31/2023 (date).
OR B. [ ] Do NOT market the Property to the public during the entire listing period.
C. Whether A or B is selected, Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS for cooperation with other brokers within 1 business day.

Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller [Signature] Dale Holden Trustee Date
Seller 8800CE579345489... Date

DocuSigned by: ICM Real Estate, Inc. Lic. # 01519225 3/31/2023
By (Broker or Office Manager) John Wlodkowski John Wlodkowski Lic. # 01470076 Date

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SELM REVISED 6/20 (PAGE 1 OF 1)

SELLER INSTRUCTION TO EXCLUDE LISTING FROM MLS (SELM PAGE 1 OF 1)



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
 (CALIFORNIA CIVIL CODE § 1102, ET SEQ.)  
 (C.A.R. Form TDS, Revised 12/21)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Thousand Oaks, COUNTY OF Ventura, STATE OF CALIFORNIA, DESCRIBED AS 538 Rosario Dr, Thousand Oaks, CA 91362.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) March 30, 2023. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: \_\_\_\_\_
- No substituted disclosures for this transfer.

**II. SELLER'S INFORMATION**

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

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

Seller  is  is not occupying the property.

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

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Range                                | <input checked="" type="checkbox"/> Wall/Window Air Conditioning                   | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers  | <input type="checkbox"/> Child Resistant Barrier   |
| <input type="checkbox"/> Microwave                            | <input checked="" type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:  |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Septic Tank   | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump   | <input checked="" type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener  | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups      | <input checked="" type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue   | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo  | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)  | <input type="checkbox"/> Other _____   |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input checked="" type="checkbox"/> Fire Alarm                | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport   | <input checked="" type="checkbox"/> Window Screens   |
| <input type="checkbox"/> Satellite Dish                       | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)                | <input type="checkbox"/> Window Security Bars  |
| <input type="checkbox"/> Intercom                             | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u>                | <input type="checkbox"/> Quick Release Mechanism on  |
| <input checked="" type="checkbox"/> Central Heating           | <input type="checkbox"/> Sauna   | <input type="checkbox"/> Bedroom Windows   |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:  | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures                                   |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |  |
- Exhaust Fan(s) in None 220 Volt Wiring in no Fireplace(s) in living room  
 Gas Starter  Roof(s): Type: Shingle / Asphalt Age: 22+ (approx.)  
 Other: \_\_\_\_\_

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

(\*see note on page 2)

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TDS REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials [Signature]



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

Property Address: 538 Rosario Dr, Thousand Oaks, CA 91362

Date: March 30, 2023

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

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

(Describe: back master bedroom uneven, slab back bedroom, Driveway normal crack, crack in fireplace, peeling stucco on exterior of home)  
If any of the above is checked, explain. (Attach additional sheets if necessary.):

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

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

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

TDS REVISED 12/21 (PAGE 2 OF 3) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials [Signature] / \_\_\_\_\_



Property Address: 538 Rosario Dr, Thousand Oaks, CA 91362

Date: March 30, 2023

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 [Signature] Date 3/31/2023

Seller 8800CE579345489 Dale Holden Trustee 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) ICM Real Estate, Inc. By [Signature] Date 3/31/2023  
(Please Print) (Associate Licensee or Broker Signature)  
John Wlodkowski

**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

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

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

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

Seller [Signature] Date 3/31/2023 Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

Agent (Broker Representing Seller) ICM Real Estate, Inc. By [Signature] Date 3/31/2023  
(Please Print) (Associate Licensee or Broker Signature)  
John Wlodkowski

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

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

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

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CALIFORNIA  
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## AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is  
required or when a seller is exempt from completing a TDS

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

This inspection disclosure concerns the residential property situated in the City of Thousand Oaks,  
County of Ventura, State of California, described as 538 Rosario Dr ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # \_\_\_\_\_. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) ICM Real Estate Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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AVID REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_

DS



### AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

ICM Real Estate, Inc., 39 Forster Lake Forest CA 92630  
John Wlodkowski

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

Phone: 714-713-9193 Fax: 949-200-4541

[www.lwolf.com](http://www.lwolf.com)

538 Rosario DR

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

Inspection Performed By (Real Estate Broker Firm Name) ICM Real Estate Inc.

Inspection Date/Time: 03/27/2023 Weather conditions: Sunny

Other persons present: Dale Holden

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

Entry (excluding common areas): \_\_\_\_\_

Living Room: Nothing to Note

Dining Room: Kitchen floor is uneven

Kitchen: Original Kitchen

Other Room: \_\_\_\_\_

Hall/Stairs (excluding common areas): \_\_\_\_\_

Bedroom # 1 : nothing to note

Bedroom # 2 : nothing to note


Bedroom # 3 : nothing to note

Bath # 1 : Original bath not updated

Bath # 2 : Original Bath not updated

Bath # \_\_\_\_\_ :

Other Room: \_\_\_\_\_





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

Other: Stucco peeling off wood siding by Garage

Other: \_\_\_\_\_

Other: \_\_\_\_\_

See Addendum for additional rooms/structures: Floor is uneven throughout the house. Possible foundation issues.

Garage/Parking (excluding common areas): \_\_\_\_\_

Exterior Building and Yard - Front/Sides/Back: \_\_\_\_\_

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_

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

Real Estate Broker (Firm who performed the Inspection) ICM Real Estate Inc 3/31/2023  
By John Wlodkowski John Wlodkowski Date \_\_\_\_\_  
(Signature of Associate Licensee or Broker who performed the inspection)

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

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

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

I/we acknowledge that I/we have received a copy of this disclosure.  
(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Seller [Signature]  
Real Estate Broker (Firm Representing Seller) ICM Real Estate, Inc. 3/31/2023  
By John Wlodkowski John Wlodkowski Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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525 South Virgil Avenue, Los Angeles, California 90020





# SELLER PROPERTY QUESTIONNAIRE

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

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 538 Rosario Dr, Assessor's Parcel No. 67000222, situated in Thousand Oaks, County of Ventura, California ("Property").

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." 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

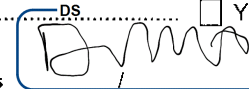
D. Whether the Property is located in or adjacent to an "industrial use" zone .....  Yes  No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)

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





## SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 538 Rosario Dr, Thousand Oaks, CA 91362

- I. Matters affecting title of the Property .....  Yes  No
  - J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 .....  Yes  No
  - K. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No
- Explanation, or  (if checked) see attached; \_\_\_\_\_

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

- 8. STRUCTURAL, SYSTEMS AND APPLIANCES:** **ARE YOU (SELLER) AWARE OF...**
- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances .....  Yes  No
  - B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) .....  Yes  No
  - C. An alternative septic system on or serving the Property .....  Yes  No
- Explanation: newer heater, newer plumbing 2016

- 9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:** **ARE YOU (SELLER) AWARE OF...**
- Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs .....  Yes  No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property .....  Yes  No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- Explanation: \_\_\_\_\_

- 10. WATER-RELATED AND MOLD ISSUES:** **ARE YOU (SELLER) AWARE OF...**
- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property .....  Yes  No
  - B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property...  Yes  No
  - C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood .....  Yes  No
- Explanation: Patio cover leaks on exterior patio outside Flood control channel rear of yard

- 11. PETS, ANIMALS AND PESTS:** **ARE YOU (SELLER) AWARE OF...**
- A. Past or present pets on or in the Property .....  Yes  No
  - B. Past or present problems with livestock, wildlife, insects or pests on or in the Property .....  Yes  No
  - C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .....  Yes  No
  - D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .....  Yes  No
- If so, when and by whom \_\_\_\_\_
- Explanation: \_\_\_\_\_

- 12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**
- A. Surveys, easements, encroachments or boundary disputes .....  Yes  No



Property Address: 538 Rosario Dr, Thousand Oaks, CA 91362

- 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: Original sprinkler from 1960 is nonfunctioning

**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. Any other person or entity on title other than Seller(s) signing this form .....  Yes  No
  - B. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No
  - C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .....  Yes  No
  - D. 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: Fence shared on North side of Home

**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

SPQ REVISED 6/22 (PAGE 3 OF 4)

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials [Signature]

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)**



Property Address: 538 Rosario Dr, Thousand Oaks, CA 91362

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: \_\_\_\_\_

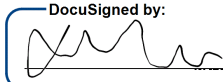
18. **OTHER:**

**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. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer .....  Yes  No
- Explanation: ~~none~~ past smoking of

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

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

Seller  DocuSigned by: \_\_\_\_\_ **Dale Holden Trustee** Date 3/31/2023  
Seller \_\_\_\_\_ 8800CE579345489... \_\_\_\_\_ 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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