



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 Chico, COUNTY OF Butte, STATE OF CALIFORNIA, DESCRIBED AS 127 W. Lindo Ave

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 03/29/2023. 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 § 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: Septic Pest
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 [X] is [] is not occupying the property.

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

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

Exhaust Fan(s) in Overflow 1 220 Volt Wiring in Car port, Kitchen, Fireplace(s) in Living room
Gas Starter [] Roof(s): Type: Composition Age: 8 years (approx.)
Other: Security cameras, detached storage shed/ carport

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? [X] Yes [] No. If yes, then describe. (Attach additional sheets if necessary): See overflow paragraph 2

(*see note on page 2)



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.): See overflow paragraph 3

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): See overflow paragraph 4

- 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 Stephen Cummins, The Cummins Family Trust Date _____

Seller _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Parkway Real Estate CO. By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

John Barroso

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

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

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

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

Seller _____ Date _____ Buyer _____ Date _____
Stephen Cummins, The Cummins Family Trust

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Parkway Real Estate CO. By John Barroso Date _____
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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





This addendum is given in connection with the property known as 127 W. Lindo Ave, Chico, CA 95926 ("Property"),
in which _____ is referred to as ("Buyer")
and Stephen Cummins, The Cummins Family Trust is referred to as ("Seller").

[TDS] Real Estate Transfer Disclosure Statement

1) II.A. Exhaust Fans:

Kitchen, Attic, Bathrooms (3)

2) II.A. Items Not in Working Condition:

II.A. EXHAUST FAN(S)

Two bathroom exhaust fans do not work.

II.A. EXHAUST FAN(S) - OTHER INFO

Have an electrician schedules to assess and quote repair.

II.A. MICROWAVE

Microwave does not work sometimes when when door is not closed firmly. Door latch does not function well.

II.A. FIREPLACE(S)

Gas fireplace was removed in 2015 and the chimney capped. White Glove Chimney determined that the existing flue could not support a wood fire. A gas fireplace could be supported and a gas line exists in the fireplace.

3) II.B. Explanation of Defects:

II.B. SIDEWALKS

There are sidewalk surrounding the property has raised sections from tree roots and some cracking.

II.B. DRIVEWAYS

The carport slab has some cracks in the concrete.

II.B. EXTERIOR WALLS

The wood siding is old, like the house. It has some places where there is cracked paint, gaps at lap joints, and fungus damage/ rot.

(continued on overflow page 2)

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

Buyer _____ Date _____
Buyer _____ Date _____
Seller Stephen Cummins, The Cummins Family Trust Date _____
Seller _____ Date _____

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Reviewed by _____ Date _____





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[TDS] Real Estate Transfer Disclosure Statement

3) II.B. Explanation of Defects (continued):

II.B. EXTERIOR WALLS - MAINTENANCE, REPAIR

The house was painted in April, 2019. The painting service included sanding, powerwashing, and repair or replacement of rotted sashes and trim.

II.B. EXTERIOR WALLS - OTHER INFO

The pest inspection details several areas of fungus damage.

See attached: Word Pro - 127 West Lindo

II.B. WALLS/FENCES

The shared fence on the West side of the property is weathered, rotted in places, has holes, and loose and boards.

II.B. WALLS/FENCES - MAINTENANCE, REPAIR

The neighbors and we have worked together to repair sections of the fence.

II.B. WALLS/FENCES - OTHER INFO

The neighbors like the weathered, antique look of the old cedar planks. We've discussed replacing it but have settled on repairs as needed.

II.B. FLOORS

The floors in the home are not level due to the age of the structure. Vinyl floors in all three bathrooms and laundry room have some wear damage and curl up at some edges.

II.B. WINDOWS

Some downstairs windows have settled over time. Upstairs windows were replaced in April, 2021.

(continued on overflow page 3)

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Buyer _____ Date _____

Buyer _____ Date _____

Seller Stephen Cummins, The Cummins Family Trust Date _____

Seller _____ Date _____

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[TDS] Real Estate Transfer Disclosure Statement

4) II.C. :

II.C.2. ADJOINING LANDOWNERS

The property shares fences with two neighbors. The fence shared with the Lindo Ave neighbor was replaced in 2013 by us. The fence shared with the sequoia neighbor has been repaired cooperatively with neighbor.

II.C.3. ENCROACHMENTS, EASEMENTS

South side of property

II.C.3. ENCROACHMENTS, EASEMENTS - DOCUMENTATION

City easement between Sequoia and home has PG&E Power lines and 5 Chinese Pistache trees.

II.C.3. ENCROACHMENTS, EASEMENTS - OTHER INFO

The 5 Chinese Pistache trees on the South easement are City of Chico trees that PG&E trims for powerline clearance. When we were considering solar, we inquired with PG&E if they would remove the tree closest to the garage and they responded the tree was not interfering with power lines and therefore no.

II.C.8. FLOODING, DRAINAGE

In seasonally wet winters there is some seepage into the cellar and crawl space.

II.C.8. FLOODING, DRAINAGE - OTHER INFO

We cannot say what repairs to grade were done prior to 2013.

II.C.11. NUISANCES

Esplanade avenue is close enough to hear traffic noise and the proximity to Enloe Medical Center and a fire station means there is sometimes noise from from emergency vehicles and care flight helicopters.

II.C. ADDITIONAL DISCLOSURES

There has been some homeless activity in the Lindo Channel across from the home both up and down stream of the property.

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