



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 San Juan Capistrano, COUNTY OF Orange, STATE OF CALIFORNIA, DESCRIBED AS 25901 Calle Ricardo

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 03/16/2023. 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:
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, 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, Not Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in KITCHEN, BATHROOM 220 Volt Wiring in Fireplace(s) in BEDROOM #2
Gas Starter EMERUSA Roof(s): Type: COMPOSITION Age: UNKNOWN (approx.)

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)

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

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

(Describe: \_\_\_\_\_)

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

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

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

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

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

#2, SHARED FENCE

- 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 [Signature], TAMAR The Whipple Family Trust Date 4/1/23  
 Seller [Signature], TRAVIS Date 4/1/23



**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) Re/Max Select One By *Michael Ahumada Jr.* Date 4/1/23  
 (Please Print) (Associate Licensee or Broker Signature)  
**Michael Ahumada Jr.**

**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 4/1/23 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 The Whipple Family Trust

Agent (Broker Representing Seller) Re/Max Select One By *Michael Ahumada Jr.* Date 4/1/23  
 (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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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 25901 Calle Ricardo, Assessor's Parcel No. situated in San Juan Capistrano, County of Orange 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: TERRACE REPORT

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 (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.) Yes No

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 (In general, a zone or district allowing manufacturing, commercial or airport uses.) Yes No

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



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- 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: A) KITCHEN REMODEL AND EXPANSION OFF THE SIDE OF THE HOUSE C) INTERIOR PAINTING

**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: A) AROUND MID-MARCH NOTICED PRIP DOWN INTERIOR OF FIREPLACE DURING HEAVY RAIN

**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: A) SEE TP 8A)

**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



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

Explanation: \_\_\_\_\_

**13. LANDSCAPING, POOL AND SPA:**

**ARE YOU (SELLER) AWARE OF...**

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

Explanation: \_\_\_\_\_

**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (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: D) FENCES

**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



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

Explanation: \_\_\_\_\_

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation: \_\_\_\_\_

18. OTHER:

ARE YOU (SELLER) AWARE OF....

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ...  Yes  No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth .....  Yes  No
- C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer .....  Yes  No

Explanation: \_\_\_\_\_

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

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

Seller [Signature], TRUSTEES The Whipple Family Trust Date 4/1/23  
 Seller [Signature], TRUSTEES Date 4/1/23

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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