



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

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 Big Bear Lake, COUNTY OF San Bernardino, STATE OF CALIFORNIA,**  
**DESCRIBED AS 41654 Tanager Dr., Big Bear Lake, CA 92315**

**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) \_\_\_\_\_ . 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:\***

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                              | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input checked="" type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input checked="" type="checkbox"/> Public Sewer System                            | <input checked="" type="checkbox"/> Pool/Spa Heater:   |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Septic Tank   | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input checked="" 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 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 Other _____  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> Fire Alarm                           | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Window Screens   |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport   | <input type="checkbox"/> Window Security Bars  |
| <input type="checkbox"/> Satellite Dish                       | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)                | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows                                      |
| <input type="checkbox"/> Intercom                             | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u>                | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures                                   |
| <input checked="" type="checkbox"/> Central Heating           | <input type="checkbox"/> Sauna   |  |
| <input type="checkbox"/> Central Air Conditioning             | <input checked="" type="checkbox"/> Hot Tub/Spa:                                   |  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |  |
- Exhaust Fan(s) in Pathways & Laundry 220 Volt Wiring in LA Fireplace(s) in 3-living, Bed, Den  
 Gas Starter Fireplace  Roof(s) Type: Composition / Asphalt Shingle Age: 3 / 9 (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): \_\_\_\_\_

(\*see note on page 2)

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

Seller's Initials MA, MS



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

B. Are you (Seller) aware of any significant defects/mafunctions 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.):

Per original owners; easement (prescriptive) for ingress & egress via shared access to gate/backyard on east side of property. In place since time home to the east was built & in use, in effect continuously ever since.

- 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 Michael F. G. Sannes Date 8/16/23  
 Seller Monique A. Sannes Date 8/16/23

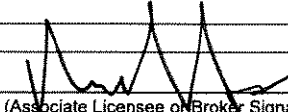
TDS REVISED 6/23 (PAGE 2 OF 3) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials MS 

**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: I always recommend buyers have a qualified professional inspect of the property and satisfy themselves completely to condition and all possible uses.

Agent (Broker Representing Seller) RE/MAX - Big Bear By  Date 8/16/23  
 (Please Print) (Associate Licensee or Broker Signature)  
**Michael Sannes**

**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:**

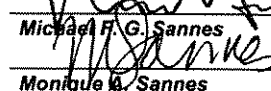
- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: \_\_\_\_\_

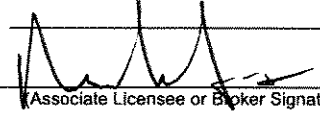
Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

**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 8/16/23 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
**Michael F. G. Sannes**

Seller  Date 8/16/23 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
**Monique A. Sannes**

Agent (Broker Representing Seller) RE/MAX - Big Bear By  Date 8/16/23  
 (Please Print) (Associate Licensee or Broker Signature)  
**Michael Sannes**

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 6/23)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed.

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.

Seller makes the following disclosures with regard to the real property or manufactured home described as 41654 Tanager Dr. Assessor's Parcel No. 0309-313-01-0000 situated in Big Bear Lake, County of San Bernardino 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.

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.

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.

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.

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.

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
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
C. The release of an illegal controlled substance on or beneath the Property
D. Whether the Property is located in or adjacent to an "industrial use" zone
E. Whether the Property is affected by a nuisance created by an "industrial use" zone
F. Whether the Property is located within 1 mile of a former federal or state ordnance location
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision

Buyer's Initials /

Seller's Initials [Handwritten initials]



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: **41654 Tanager Dr., Big Bear Lake, CA 92315**

- 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
- K. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No

Explanation, or  (if checked) see attached;  
Re. C.T. - unknown

**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 annual weed abatement + termi-nix (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: added approx 100 sq ft on back (+deck) in 2003. Added same term abate garage in 2016 (app 590 sq ft) Painted 2023

**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: Only routine heater maintenance + chimney sweeps

**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: Seasonal drainage behind has never affected property or neighbor hood to our knowledge

**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

Explanation: Used to have small dog. We have quarterly termi-nix service

**12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...**

- A. Surveys, easements, encroachments or boundary disputes .....  Yes  No



Property Address: 41654 Tanager Dr., Big Bear Lake, CA 92315

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: easement (prescriptive) for ingress/egress + shared access to backyard on east side since house to east was built

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: larger pine trees not covered by sprinklers

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: N/A

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: Per original owners (whom we purchased from) shared access/easement (prescriptive) on east side for ingress/egress into backyard/RV parking in effect since built

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



Property Address: 41654 Tanager Dr., Big Bear Lake, CA 92315

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

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: \_\_\_\_\_

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 \_\_\_\_\_ Michael F. G. Sannes Date 8/14/23  
 Seller \_\_\_\_\_ Monique A. Sannes Date 8/16/23

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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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 Big Bear Lake,
County of San Bernardino, State of California, described as 41654 Tanager Dr.
("Property").

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

Inspection Performed By (Real Estate Broker Firm Name) RE/MAX - Big Bear

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 /



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)



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

Inspection Performed By (Real Estate Broker Firm Name) RE/MAX - Big Bear

Inspection Date/Time: 8/16/23 Weather conditions: Clear

Other persons present: Melanie Santos

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): O.K.

Living Room: Home appears to be generally well-kept & in overall good condition

Dining Room: " marks, scratches on flooring in some areas

Kitchen: O.K.

Other Room: Den: Appears to be generally well-kept

Hall/Stairs (excluding common areas): u u u

Bedroom # 1: u u u

Bedroom # 2: u u u

Bedroom # 3: u u u

Bath # 1: u u u

Bath # 2: u u u

Bath # 3 & 4: u u u

Other Room: Game Room: u u u



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

Other: Per original owner (whom we purchased from) since time property to the east was built, shared access) easement (prescriptive)

Other: that allows access, ingress/egress to back yard & for Boat/RV parking has been in place in continuous use.

Other: Maintenance of wea has been shared at times  
In 2003/2004 We added approx 1100

See Addendum for additional rooms/structures: sq. ft (living, dining, master & master bath (plus deck) on back/north side of

Garage/Parking (excluding common areas): property. In 2016 we added approx 590 sq/ft game room above garage

Exterior Building and Yard - Front/Sides/Back: All w/ necessary plans & permits from City of Big Bear lake  
landscaped w/ auto sprinkler system in 2004

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) RE/MAX - Big Bear  
By Michael Sannes Date 8/16/23  
(Signature of Associate Licensee or Broker who performed the inspection)

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

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

I/we acknowledge that I/we have received a copy of this disclosure.  
(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)  
Seller MS / MS  
Real Estate Broker (Firm Representing Seller) RE/MAX - Big Bear  
By Michael Sannes Date 8/16/23  
(Associate Licensee or Broker Signature)

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

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AVID REVISED 12/21 (PAGE 3 OF 3)





# 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 41654 Tanager Dr., Big Bear Lake, CA 92315 ("Property"), in which \_\_\_\_\_ is referred to as Buyer, and Michael F. G. Sannes, Monique A. Sannes 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 .....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(2) Roof coverings made of untreated wood shingles or shakes. ....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. ....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(4) Single pane or non-tempered glass windows. ....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(5) Loose or missing bird stopping or roof flashing. ....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(6) Rain gutters without metal or noncombustible gutter covers. ....	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.\*



## FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY, DISCLOSURE, AND ADDENDUM (FHDS PAGE 1 OF 2)

- 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 \_\_\_\_\_ Date 8/16/23  
*Michael F. G. Sannes*

Seller \_\_\_\_\_ Date 8/16/23  
*Monique A. Sannes*

**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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**FHDS REVISED 6/22 (PAGE 2 OF 2)**

**FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)**



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

Property Address: 41654 Tanager Dr., Big Bear Lake, CA 92315 ("Property").

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

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

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

(With Listing) Broker's Initials MS

(With RPA) Buyer's Initials \_\_\_\_\_

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Seller's Initials MS MS



TA Revised 12/21 (PAGE 1 OF 2)

**TRUST ADVISORY (TA PAGE 1 OF 2)**

2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

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

3. OTHER CONSIDERATIONS:

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

4. BROKERS:

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

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

Seller \_\_\_\_\_ *Michael F. G. Sannes* Date 8/16/23  
 Seller \_\_\_\_\_ *Monique A. Sannes* Date 8/16/23

AT TIME OF LISTING  
 Real Estate Broker RE/MAX - Big Bear  
 By \_\_\_\_\_ *Michael Sannes* Date 8/16/23

AT TIME OF SALE  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

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ADDENDUM No. 1
(C.A.R. Form ADM, Revised 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, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other SBSA dated \_\_\_\_\_, on property known as \_\_\_\_\_ 41654 Tanager Dr. \_\_\_\_\_

Big Bear Lake, CA 92315 ("Property/Premises"), in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and \_\_\_\_\_ Michael F. G. Sannes, Monique A. Sannes is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

1. Short Term Rentals are regulated, and a "license or permit" is required to operate in both the City of Big Bear Lake (City of Big Bear Lake) and the unincorporated areas of Big Bear Valley (San Bernardino County). In addition, Transient Occupancy Taxes must be collected and paid to the appropriate licensing entity. Buyer is advised to thoroughly review the appropriate ordinance before the expiration of the buyer's due diligence period and be aware that STR regulations are periodically reviewed and are subject to change.

2. Beware that email or text requests for payment thru Zelle or Venmo from vendors or any other party to this transaction should be personally verified prior to sending payment. Email hackers can impersonate legitimate vendors and intercept your payment if not verified in advance.

3. Buyer is advised that many properties have improvements, additions, conversions, or other alterations completed in the past that may not be properly recognized by the current permitting authority. There have been instances where the City or County permitting agency authorized a rental permit for space considered unpermitted by the Building and Safety department. It is strongly suggested to thoroughly investigate any discrepancy of bedroom or bathroom count, square footage, or any other improvements between the actual site improvements and the recorded County or City records. Buyer should be satisfied that their current and future intended use is permitted.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date 8/16/23
Michael F. G. Sannes

Seller/Landlord \_\_\_\_\_ Date 8/16/23
Monique A. Sannes

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