

BUYER DOES NOT NEED TO
SIGN/SUBMIT THE ATTACHED
DISCLOSURES WITH THE
PURCHASE AGREEMENT; THEY
ARE PROVIDED HEREIN FOR
INFORMATIONAL PURPOSES
ONLY TO BE REVIEWED BY
BUYER PRIOR TO MAKING AN
OFFER ON THE PROPERTY



CALIFORNIA
ASSOCIATION
OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 650 Columbia Street #217, San Diego, CA 92101

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

(1) Requirements: (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

(2) Exceptions: These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

(1). Requirements: California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

(2). Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

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

Buyer/Tenant Initials () ()

Seller/Landlord Initials (SD) (JLO)

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

Berkshire Hathaway HomeServices California Properties 516 5th Avenue San Diego, CA 92101
Gregg Neuman

Phone: 619-595-7025

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650 Columbia S

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

Property Address: **650 Columbia Street #217, San Diego, CA 92101**

C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

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

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

Seller/Landlord Shelli R Overton Shelli R Overton Date 12/16/22
(Signature) (Print Name)

Seller/Landlord Jeffrey L Overton Jeffrey L. Overton Date Dec 16, 2022
(Signature) (Print Name)

Buyer/Tenant _____ Date _____
(Signature) (Print Name)

Buyer/Tenant _____ Date _____
(Signature) (Print Name)

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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 2 OF 2)

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650 Columbia S



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

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



Property Address: 650 Columbia Street #217 ("Property")

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	1,044			<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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

Seller Jeffrey L. Overton Date 12/16/22
Seller Jeffrey L. Overton Date Dec 16, 2022

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

Buyer _____ Date _____
Buyer _____ Date _____

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SFLS 12/20 (PAGE 1 OF 1)

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

BHHS California Properties - San Diego Gaslamp, 516 5th Avenue San Diego CA 92101 Phone: 619-595-7025 Fax: 650 Columbia St
Gregg Neuman Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/22)

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



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A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)

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650 Columbia S



tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its



existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.
12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain



bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

13. **WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
14. **FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
 - A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - C. California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

B. Property Use and Ownership

1. **ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
2. **BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

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4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.
9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease



the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

- 10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
- 11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."
- Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.
- Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.
- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and



Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
- 2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection,



other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion, and flooding; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

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

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

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



D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.



8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:
- "California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.
- The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."
- Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.
9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.
2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration



decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at



<http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/>, which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over



a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

G. Local Disclosures and Advisories

1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

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

Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER Shelli R Overton _____ Shelli R Overton Date 12/16/22

SELLER Jeffrey L Overton _____ Jeffrey L. Overton Date Dec 16, 2022
Jeffrey L Overton (Dec 16, 2022 19:48 MST)

Real Estate Broker (Buyer's Brokerage Firm) _____ DRE Lic. # _____

By _____ DRE Lic.# _____ Date _____

Real Estate Broker (Seller's Brokerage Firm) Berkshire Hathaway HomeServices _____ DRE Lic. # 01317331

By Gregg R Neuman _____ DRE Lic.# 00809392 Date 12/16/2022

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)

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

650 Columbia S

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

- | | |
|--|--|
| <input type="checkbox"/> Helpful | <input type="checkbox"/> Clearly written |
| <input type="checkbox"/> Too detailed | <input type="checkbox"/> Confusing |
| <input type="checkbox"/> Not detailed enough | |
| <input type="checkbox"/> The booklet helped me to locate earthquake weaknesses in my home. | |
| <input type="checkbox"/> I have strengthened my home to resist earthquakes. | |
| <input type="checkbox"/> I plan to fix my home's earthquake weaknesses. | |
| <input type="checkbox"/> The booklet helped me find out that my home did not have any earthquake weaknesses. | |

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

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

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

Property Address: _____

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

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

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

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

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

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

Revised 09/10 Official C.A.R. * Publication 09/10

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

Property Address: 650 Columbia Street #217

Date 12/16/22 Time 11:50am
(Seller's signature) Shelli R Overton
(printed name)

Date Dec 16, 2022 Time
(Seller's signature) Jeffrey L Overton
(printed name)

Date 12/16/2022 Gregg R Neuman Gregg R Neuman Berkshire Hathaway HomeServices
(Listing Agent's signature) (printed name) (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

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**LOCAL AREA DISCLOSURES AND COMMISSION AGREEMENT
SAN DIEGO COUNTY**

PROPERTY ADDRESS : 650 Columbia Street #217 (the "Property")

1. BUYER COMMISSION

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Buyer and Broker.

If Buyer is represented by Berkshire Hathaway HomeServices California Properties ("Broker"), Buyer agrees to pay Broker, as part of its compensation, a real commission in the amount of \$ _____ for the purchase of Property. This compensation is payable upon recordation of the deed or other evidence of title for Property. Buyer agrees to irrevocably assign this compensation to Broker from Buyer's funds in escrow.

Buyer's Initials (_____) (_____)

A. General Disclosures

1. Attractions, Amusement Parks and Casinos

Buyer and Seller are advised that various public attractions and amusement parks may impact the traffic in the area near the Property or create noise which may be of concern to some Buyers. Buyer is advised to investigate the impacts there may be from such attractions, including, but not limited to, the San Diego Zoo, Wild Animal Park, SeaWorld, Qualcomm Stadium, Petco Park, Legoland, North Island Credit Union Amphitheatre, Aquatica San Diego Waterpark, Mission Bay, various casinos and resorts throughout the county and other public event venues.

2. County of San Diego General Plan Update

The County of San Diego adopted a new General Plan on August 3, 2011. During the 2011 hearings a number of property owners expressed concerns with the land use designations that were applied to their land. On June 27, 2012, the Board of Supervisors directed staff to process a General Plan Amendment (GPA) for 47 separate property specific requests along with their associated study areas. For more on the General Plan, the Property Specific Requests GPA and its impact, contact the County of San Diego or visit www.sandiegocounty.gov/pds.generalplan.html.

3. Construction and Soils Defects—Prior, Pending or Threatened Litigation

Buyer and Seller are advised that many subdivisions and condominiums in San Diego County have been subject to litigation for construction defects and soils defects arising out of the original construction of homes. The status of any legal action and the repairs necessary to remedy any construction defect may impact the value and use of a Property. It is important to verify the status of any threatened, pending or resolved legal action, including what repairs were made, for the residence and particular subdivision in which Buyer is considering purchasing. For further information, contact the Homeowners' Association, if one exists, or the original home builder.

4. Fireplaces

Buyer and Seller are advised that some areas of San Diego County, including but not limited to areas in Santee, Tierrasanta, Rancho Penasquitos and Rancho Bernardo, may have had builders who used Rampart General fireplaces

Buyer's Initials (_____) (_____)

Seller's Initials (SO) (JLO)



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in some homes. Rampart General fireplaces were pre-cast concrete fireplaces, brought to the site and erected instead of built at the site through masonry work. These fireplaces have been known to crack, and repairs are limited and difficult. Many San Diego County fireplace inspectors, chimney sweeps and contractors will not attempt to repair the Rampart General fireplaces. Repairs may be costly, if and when available. Sometimes these fireplaces must be completely replaced.

5. High Wind and Flooding Conditions

Buyer and Seller are advised that if the property is located in an area subject to high winds, or during storms, the property may experience damage from blowing dust, sand and debris which can disengage roof tiles, shingles or other materials on the property, and cause trees to fall. Flooding can also occur throughout the county during storms, resulting in property damage, slippage of embankments, or leaks to structures that occur during such weather conditions.

6. Homeowners' Associations

Buyer and Seller are advised that a Property may be subject to one or more Homeowners' Associations (HOAs), to which membership is mandatory. Many planned communities in San Diego County are managed by and through HOAs and subject to applicable Conditions, Covenants and Restrictions (CC&Rs) and Bylaws, copies of which should be provided to Buyer for Buyer's review and approval. Some of these communities are private and most have certain common areas owned by the HOA or easements which may be in proximity of and have an impact on a Property. HOAs may impose restrictions on the use and development of a Property and, if there are multiple HOAs, may charge separate and independent dues. The dues for some HOAs may be payable monthly, quarterly, or annually.

Buyer and Seller are advised that certain HOAs in San Diego County may charge a lifestyle fee on the sale of any property within that specific development. Lifestyle fees vary by development and are subject to change. Lifestyle fees typically range from $\frac{1}{4}$ to $\frac{1}{2}$ of 1% of the sale price of a property. These fees could affect a potential buyer's ability to obtain financing. All prospective buyers are encouraged to contact the applicable HOA to discuss any potential lifestyle or other private transfer fees.

7. Prisons and Jails

Buyer and Seller are advised that there are prisons, jails and detention centers located in the County of San Diego which may influence Buyer's decision to purchase. Buyer is advised to satisfy him/herself with regard to the impact, if any, of such facilities.

8. Proposition 65

Buyer and Seller are advised that the California Safe Drinking Water and Toxic Act of 1986, also known as Proposition 65, which became effective on January 1, 1988, concerns potential health danger posed by use of hazardous chemicals. Proposition 65 requires all businesses (including all builders of residential homes) to provide a warning to the public of the danger of potential harm by exposure to these chemicals.

9. San Diego Historical Review

Buyer and Seller are advised that if a building is at least 45 years old it may be subject to historic review by the City of San Diego's and other cities' Historical Sites Boards. Any such building, not located in an exempt area, may be subject to a "site-specific survey for the purposes of obtaining a construction permit, a neighborhood development permit or site development permit." Buyer may be prevented from performing extensive remodels or exterior renovations to any such building. For further information regarding historical status of a building or area, contact the City of San Diego Historical

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Resources Board at (619) 235-5224. For information on obtaining permits, contact the City of San Diego Development Services Department at (619) 446-5000.

10. Trolley and Trains

Buyer and Seller are advised that trolleys and trains run throughout San Diego County which may create noise and impact traffic. New or expanded tracks may also be proposed. For further information regarding train routes, development and possible expansions contact the San Diego Metropolitan Transit District. Also refer to Section C.6 for additional information.

11. Water Retrofit

Buyer and Seller are advised that certain cities, including Del Mar and San Diego, may require the installation of low-flow water devices in sinks, shower heads and toilets upon transfer of a Property. It is generally Seller's responsibility to comply with these requirements, unless exemptions apply. Any necessary waiver or certificate showing compliance should be obtained from the applicable city authority prior to close of escrow.

12. Illegal Encampments

Illegal encampments are located throughout San Diego County, often in open space or canyon areas. Law enforcement authorities have not eradicated such encampments which continue to exist. Concerned Buyers should investigate this potential issue.

13. Soil and Geologic Conditions

See paragraph 3 & 4 of the California Association of Realtor Statewide Buyers and Seller Advisory (SBSA)

14. Gas Pipelines

Buyer and Seller are advised of the existence of underground "transmission" pipelines used to transport natural gas, crude petroleum, and refined petroleum liquids such as gasoline, jet fuel, and ethanol in San Diego County. In addition, smaller "distribution" pipelines that operate at lower pressures also exists in San Diego County and every home that uses natural gas is connected to an underground gas distribution pipeline. Pipeline proximity has become a concern to some homeowners following a number of pipeline disasters in the U.S. While buried pipelines can present a risk of explosion, fire, and other health hazards, proximity to a pipeline does not of itself indicate a safety risk. Information on the location of transmission pipelines can be obtained from Natural Hazard Disclosure (NHD) providers. However, at this time, not all NHD providers report this information. Information on the location of hazardous liquid and natural gas transmission pipelines can also be obtained from the National Pipeline Mapping System. San Diego Gas & Electric provides gas pipeline information which can be accessed at www.sdge.com.

15. Property Photographs and Data Online

Buyer acknowledges and understands the subject property (Property) was likely listed in the Multiple Listing Services and advertised for sale on the internet. As such, buyer understands persons listing or entering onto the property may have photos and/or videos of the Property. Once images of the Property are taken or put on electronic display on the internet or otherwise, neither the broker nor seller has control over use of images, how long images are available to public via internet, or who views such images following the sale of the Property.

16. Wire-Fraud Disclosure Statement:

Buyer and Seller are advised that electronic communications such as email, text messages and social media messaging,

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are neither secure nor confidential. While Broker has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Broker, nor its agents or employees, will ever send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers. YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM YOUR AGENT OR Broker, do not respond to it and immediately contact your agent or Broker. Such requests, even if they may otherwise appear to be from your agent or Broker, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime. Notify your agent or Broker of any suspected fraud related to your real estate transaction.

17. Phishing and Spear-Phishing Via Email

Buyer and Seller are advised that there has been an increase in the number of email phishing and spear-phishing fraud attempts targeting communications between real estate agents, clients and financial institutions. Buyers and Sellers are advised that Broker's employees and agents will never send instructions for wire transfer of funds to you nor will they request confidential financial information such as credit card numbers or bank account routing numbers by email or text. If you receive an email or text concerning any transaction involving our Company that requests financial or confidential information, do not respond to the email and immediately contact fraud@bhhsocalifornia.com.

18. Solar Panel System Disclosure

Buyer and Seller are advised that if the Property is equipped with a solar panel system (the "System") it may be subject to transfer and/or financing restrictions. Seller shall provide Buyer with all information and paperwork regarding the System. In the event that the System is leased or financed by Seller, Buyer understands that it may be necessary to provide financial information to the company providing the financing or lease prior to the close of escrow in order to transfer the financing and/or lease to Buyer. Buyer and Seller understand that the System may be a lien on the land records which may have to be paid off in full at the close of escrow.

19. Golf Course Closures

Buyer and Seller are advised that if the Property is located adjacent to or near a golf course, the possible closure and potential redevelopment thereof may affect the value or desirability of the Property. Multiple golf courses in San Diego County have closed recently and more may follow suit. If Buyer wants further information on a certain golf course, Buyer is advised to contact the appropriate local authority, such as an affiliated HOA or golf course manager. Brokers do not have expertise in this area.

20. Short-Term Rental Restrictions

Buyer and Seller are advised that multiple cities within San Diego County are restricting the short-term rental of residential properties. Further regulation and the outcome of related legal and regulatory challenges thereto may affect the value, use, or desirability of the Property. Buyer is advised to investigate these issues with the appropriate government authority or third-party professionals. Brokers do not have expertise in this area.

21. Parking Restrictions

Certain town and cities in San Diego County restrict on-street parking in residential as well as in commercial areas. Buyer

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is advised to investigate these issues with the appropriate local authority. Brokers do not have expertise in this area.

22. Property Tax Assessments

Buyer and Seller are advised that real estate taxes and other assessments may be imposed upon property based upon location within certain geographical locations. For up-to-date information regarding potential financial obligations from property assessments, please contact the San Diego County Tax Assessor at www.sdttc.com.

23. Connection to Utilities

Buyer and Seller are advised that numerous properties, particularly in more rural areas of the County, are not connected to natural gas lines, and generally, use propane tanks or some other source of fuel to provide energy for the home. Buyers are advised to determine all utility connections that service the property and sources fuel that are available.

B. Environmental Disclosures

1. Animals and Insects

Buyer and Seller are advised that Property may be inhabited by many species of animals and pests, from insects, rodents and bugs to large animals such as mountain lions, bobcats, coyotes, bears, snakes and reptiles, which may pose hazards. Areas may also be subject to domestic and farm animals, including non-native and endangered species which may pose a hazard to, or affect the potential development of a Property.

2. Coastal Cliffs and Beach Areas

Buyer and Seller are advised that building structures located near or on the edge of coastal cliffs and beach areas may be prone to erosion and resulting damage. The stability of the soils and other geological characteristics of a Property will impact the Property and the ability to build on the Property.

3. Electrical and Magnetic Fields (EMFs)

Buyer and Seller are advised that Electric and Magnetic Fields (EMFs) are found wherever there is electricity, including underground power lines. Brokers are not qualified to explain potential risks associated with EMFs, if any, but it is generally believed that public concern with EMFs may affect the value of a Property in close proximity to high-voltage power lines. For further information, obtain "A Guide to Understanding Electric and Magnetic Fields" by calling (800) 336-SDGE, or log on to sdge.com.

4. Flooding Valleys

Buyer and Seller are advised that Properties in river valleys, including Mission Valley, San Dieguito River Valley and San Luis Rey, may be subject to flooding in periods of heavy rain. A Property's history of flooding and its propensity to flood and experience related problems may impact its value and use.

5. Geological, Soil and Drainage Inspection

Buyer and Seller are advised that many areas of Southern California experience settling, slippage, earthquake and other land movement problems. Property in San Diego County may contain clay, adobe and other expansive soils or be on ocean front, cliff soil or slope, which may cause subsidence, structural, cosmetic, erosion, drainage or similar problems.

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Substantial grading typically takes place during the site preparation and construction of residential property. A Property may be constructed on fill or improperly compacted soil and may be subject to inadequate drainage, underground water, groundwater seepage, or other such conditions. Cracked slabs and foundations can result. Determining the geological soils and drainage condition of a Property requires a geological inspection, including, when necessary, having a manometer reading of the floor level, if necessary, by a licensed geological/soils expert.

6. Hazardous Materials

Buyer and Seller are advised that the Property may contain hazardous materials, including asbestos, radon, and formaldehyde. Various hazardous materials, such as paint, solvents, cleaning supplies or insecticides, may remain on the Property after close of escrow. Information on these and other hazards is contained in the Homeowner's Guide to Environmental Hazards. Hazardous materials may impact a Property and its residents, and may require special handling, removal and disposal.

7. Lead-Hazard Inspection

Buyer and Seller are advised that the Centers for Disease Control and Prevention (CDC) has identified lead poisoning as the number-one preventable environmental hazard facing children. The primary source of poisoning is found in deteriorated lead-based paint and associated dust in residential units built before 1978, the year lead was banned from residential paint. As a Buyer, you are to receive the Federal Lead-Based Paint Pamphlet and disclosure by owner of any known lead-based paint. Review this information carefully and consider hiring a certified lead-based paint inspector to assess potential lead hazards. For further information to inspect for lead, contact the California Department of Health Services certified inspector/assessor at (800) 622-5000.

8. Methane Gas

Buyer and Seller are advised that methane gas has been found in many areas of San Diego County. Methane is a colorless and odorless gas that exists naturally. When found in high concentrations, if not properly mitigated in accordance with county and city standards, methane can cause breathing problems and can burn or explode. According to an article in the San Diego Union-Tribune on August 3, 2002, methane gas was found in the following subdivisions: 4S Ranch, Bernardo Springs and Bernardo Lakes in Rancho Bernardo; The Bridges and Crosby Estates in Rancho Santa Fe; Sycamore Ranch in Fallbrook; and Lakeview Estates in the Spring Valley-Rancho San Diego Area. Methane gas does exist in other parts of the county as well, but with proper mitigation and venting, may not present a risk.

9. Nuclear Energy/Material

- a. **San Onofre Nuclear Generation Station.** Buyer and Seller are advised that this inactive nuclear power facility located on the San Diego coast, near the Orange County line, contains two nuclear power generators and stored radioactive nuclear waste. For further information, including an Emergency Plan and Evacuation Zone Map, view the following web sites: U.S. Government Nuclear Regulatory Commission: nrc.gov Southern California Edison: sce.com and type "San Onofre" in the search line; Beyond Nuclear Policy Research Institute: beyondnuclear.org Union of Concerned Scientists: ucsusa.org Nuclear Information & Resource Service: nirs.org Alliance for Nuclear Responsibility: a4nr.org
- b. **North Island Naval Air Station/Naval Amphibious Base/ Pt Loma Submarine Base and 32nd Street Naval Station.** Buyer and Seller are various military bases in San Diego County Base contain naval

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warships which may carry nuclear weapons or may be nuclear powered. For a list of contact information for the above or any military base you might be concerned with, please visit militarybases.com.

10. Trees, Crops and Vegetation—Economic Significance

Buyer and Seller are advised that if any trees or crops located on a Property are of economic significance to Buyer, Buyer should obtain from a qualified professional a grove report, verifying tree or plant count and the costs to maintain the trees or crops. Commercial and private agriculture areas are also subject to land and air insecticide spraying which may impact surrounding areas.

11. Waste Systems

- a. **Septic Systems.** Buyer and Seller are advised that many Properties in rural areas and some suburban areas operate on septic systems, rather than sewer lines. The operation and maintenance of a septic system, and the sufficiency of the existing septic system and leach field to support a Property or any proposed additions to a Property will affect the value and use of the Property.
- b. **Private Waste Disposal Systems.** Buyer and Seller are advised that if a Property is serviced by a private waste disposal system, its condition, its capacity and future expansion potential will affect the value and use of the Property. Changes in the use of the system may adversely affect its efficiency.

12. General Environmental Concerns

Buyer and Seller are advised that environmental concerns may affect the development and use of a Property including local restrictions on uses, contamination of grounds and wells, proximity to a county dump, requirement of an Environmental Impact Report prior to building, preservation of endangered plants and animals, preservation of Native American artifacts, percolation tests for septic systems and utility pumps.

13. Chinese Drywall

Buyer and Seller are advised that some homes built between 2001 and 2009 may contain imported defective drywall known in the press as "Chinese drywall." Some residents of properties with this drywall have reported problems, including a strong sulfur smell, like rotten eggs; health issues, like irritated and itchy eyes and skin, difficulty breathing; a persistent cough and headaches; and premature corrosion or deterioration of certain metal components in their homes, like air conditioner coils and wiring behind electrical outlets and inside electrical panel boxes. Eliminating problems associated with the drywall may require its removal from the home. For more information, visit the Consumer Product Safety Commission website at www.cpsc.gov.

14. Landfills

Buyer and Seller are advised that within San Diego County there are several active landfills, including the Borrego Landfill, Las Pulgas Landfill, Miramar Landfill, Otay Landfill, San Onofre Landfill and Sycamore Landfill located in Santee. There may be other known or undiscovered, inactive landfills located within San Diego County. For more information about these and other possible landfills visit www.sandiego.gov/environmental-services.com.

15. Toxic Mold Advisory

Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms may cause health problems in certain individuals. Not all hazardous organisms are detectable by visual inspection by Brokers or

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even by a professional home inspector. If concerned, Buyer should retain the services of an environmental expert to conduct appropriate tests of the property. For more information on toxic mold and other health hazards, visit: California Dept. of Public Health (CDPH): www.cdph.ca.gov U.S. Environmental Protection Agency (EPA): www.epa.gov/mold.

16. Earthquakes

Buyer and Seller are advised that San Diego County has experienced earthquakes in the past and will likely experience more earthquake in the future. Property damage caused by earthquakes is not always visible and or discoverable by agents, brokers, or potential buyers during an inspection or walkthrough of a property. Inspection by a licensed professional is recommended to determine the structural integrity of any given property. For more information, please review the Statewide Buyer and Seller Advisory provided by your agent and/or broker.

17. Water Availability

Buyer and Seller are advised that Southern California has suffered from many years of drought that may have a significant impact on the availability and cost of water service to the property owners. Buyers are strongly encouraged to contact the local water district that services the subject property to verify the cost of current water service, the financial condition of the district, and any contemplated or proposed restrictions to future service.

C. Traffic, Roads and Transportation

These traffic and road disclosures are not an exhaustive list. There may be additional traffic and road conditions of concern to any Buyer. Buyer is advised to investigate the road conditions and traffic in the areas Buyer intends to travel.

1. Interstates 5 and 15 / Highways 52, 56, 76, 78 – Traffic

Buyer and Seller are advised that Interstates 5 (I-5) and 15 (I-15) are major San Diego County north-south freeways. Highways 52, 56, 76 and 78, and Interstate 8 (I-8) are major San Diego County east-west highways and freeways. Due to volume and timing (in either direction), one may experience delays relating to these traffic systems and their interconnecting arteries. Currently carpool lanes exist on Interstates 5 and 15. For further information on future repairs, improvements or configuration of these roads, contact the California Department of Transportation (CalTrans), San Diego office, at (619) 688-6699.

2. Interstate 5 Expansion

Buyer and Seller are advised that Interstate 5, from Genesee Avenue north to Vandegrift Boulevard/ Harbor Drive in Oceanside, is scheduled to undergo a large construction/expansion project, as follows:

- a. I-5 is scheduled to be widened to 12 lanes between Carmel Valley Road and Del Mar Heights Road;
- b. Three lanes separated from the existing freeways are scheduled to be constructed from I-5/I-805 junction to Carmel Valley Road. These lanes are intended to be used for through truck traffic and motorists using State Route 56 and Carmel Valley Road;
- c. Carpool lanes are scheduled to be constructed from Del Mar Heights Road, in the south, to Vandegrift Boulevard/Harbor Drive in the north. For further information, contact Caltrans at (619) 688-6699.

3. Route 76 Expansion

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Buyer and Seller are advised that CalTrans has proposed the widening and realignment of State Route 76 East from Mission Road west to Jeffreys Ranch. The proposed expansion includes widening Route 76 to four lanes. For further information, contact Caltrans at (619) 688-6670.

4. Route 125 Construction

Buyer and Seller are advised that CalTrans has future plans to extend State Route 125 to State Route 56 in Poway. For further information, contact Caltrans at (619) 688-6670.

5. Route SR-905 and SR-54

Buyer and Seller are advised that work between SR-905 and SR-54 is proposed to include interchanges at Otay Mesa Road, Olympic Parkway, Otay Lakes/Telegraph Canyon Road, East H Street, future Mt. Miguel Road and SR-54. Other interchanges may be constructed after future development occurs. For further information, contact Caltrans at (619) 688-6670. Buyer and Seller are advised that there is a proposed SR-94/SR-125 Connector Project which is under consideration. This road construction project is to improve traffic movement from southbound SR-125 to eastbound SR-94 by building a south-to-east connector. The project includes a new freeway connector that will exit southbound SR-125 and connect with eastbound SR-94 near Bancroft Drive. The environmental phase of the connector project was completed in or around August 2015. Construction could begin as early as 2018 and would take about two years to complete. For more information please contact Caltrans or the City of La Mesa.

6. I-15 Express Lanes

Buyer and Seller are advised that there is an ongoing project along I-15, from the State Route 163 interchange to Escondido, to widen I-15 and add express lanes. For further information, contact Caltrans at (619) 688-6699 or visit the CalTrans website at www.dot.ca.gov.

7. Mass Transit

Buyer and Seller are advised that the Metropolitan Transit Development Board has indicated that a trolley line is under consideration in the University City area of San Diego. At the present time, there are several proposed routes. There is new construction underway on the South Bay Rapid Project, a \$128 million effort to provide travelers with a frequent and reliable transit choice. When completed, South Bay Rapid will include 12 stations along a 26-mile route from the Otay Mesa Port of Entry to Downtown San Diego via eastern Chula Vista and a six mile dedicated transit guideway constructed in the median of East Palomar Street and along Eastlake Parkway in Chula Vista. During construction, motorists can expect temporary lane closures and detours, reduced lane widths, and equipment and signage along East Palomar Street. Street parking on East Palomar Street also may be impacted intermittently. Residents and businesses near the construction area can expect intermittent lights and noise when crews are present. Rapid service in the South Bay is expected to begin in 2018 and will be operated by the San Diego Metropolitan Transit System. For more information go to keepsandiegomoving.com.

8. Buses

For information on bus routes and/or potential bus routes, contact:

- a. For San Diego, go to sdcommute.com and/or gonctd.com.
- b. For North County, call the North San Diego County Transit District (NCTD) at (760) 966-6500, and ask for the planning department.

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D. Air Traffic and Airport Disclosures

These disclosures are not an exhaustive list of airport or airfields that may affect county residents. Buyer is advised to investigate the area in which Buyer is considering purchasing a residence, for potential impacts from aircraft noise, flyovers or airports.

1. Aircraft Noise—General

Buyer and Seller are advised that some areas are subject to noise emitted by military and/or civilian aircraft including helicopters. A Property may be near a commercial airport or military facility, which may impact the use and enjoyment of the Property. If a Property is in the vicinity of the following civil airports or military air fields, further information may be obtained by contacting the appropriate airport management: (a) Agua Caliente Springs, (b) Borrego Valley Airport, (c) Brown Field, (d) Fallbrook Airpark, (e) Gillespie Field, (f) Jacumba, (g) Marine Corps Air Station Miramar, (h) Marine Corps Base Camp

Pendleton, (i) McClellan-Palomar, (j) Montgomery Field, (k) Naval Air Station North Island, (l) Naval Outlying Field Imperial Beach, (m) Oceanside, (n) Ocotillo, (o) Ramona, (p) San Diego International or private airports.

2. Aircraft Noise—MCAS Miramar, Camp Pendleton

- a. Buyer and Seller are advised that a Property may be located in an area subject to aircraft noise or impact associated with the over flight of aircraft, including helicopter, transition to and from Marine Corps Air Station (MCAS) Miramar. Helicopters regularly fly over the coast and I-15 corridor to reach Camp Pendleton. Currently, there are no restrictions on the hours of operation for MCAS Miramar. If needed, it will operate 24 hours a day, seven days a week.
- b. Buyer and Seller are advised that impacts generated by the use of aircraft at MCAS Miramar may occur at a Property and affect the use and enjoyment of the Property.
- c. Buyer and Seller are advised that further information may be obtained by reviewing the Final Environmental Impact Statement for Realignment of MCAS Miramar, available at many San Diego area public libraries, and contacting the Commanding General, Community Plans and Liaisons, MCAS Miramar, P.O. Box 452000, San Diego, CA 92145; (858) 577-6603.
- d. Buyer and Seller are advised that if a Property is located within a 25-mile radius of the U.S. Marine Corps Air Station, Camp Pendleton, the Air Station may have an impact on the Property.

3. Proposed Airport Sites & Runway Expansion

Buyer and Seller are advised that various areas in San Diego County have been proposed, or are being considered, as sites for a future international airport, including expanding Lindberg Field. Additionally, the runway at Carlsbad's McClellan-Palomar will likely be extended to accommodate larger jets, possibly causing additional noise and increased traffic. For further information contact the San Diego County Regional Airport Authority at www.san.org or visit SANDAG at www.sandag.org.

4. Air Installation Compatible Use Zones (AICUZ)

The goal of the Department of Defense' (DOD) Air Installation Compatible Use Zones (AICUZ) Program is to protect the health, safety, and welfare of those living on and near a military airfield while preserving the operational capability of the airfield. Essentially, the study seeks to identify areas near airfields that might be impacted by noise or aircraft mishaps.

Buyer's Initials () ()

Seller's Initials () ()



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If you are considering a property purchase in Coronado, Imperial Beach, Point Loma or areas surrounding MCAS Miramar, the studies may be of interest to you.

- a. The U.S. Navy recently completed a study updating the ACIUZ area for North Island Naval Air Station and for the Outlying Landing Field in Imperial Beach. Portions of Coronado, Imperial Beach and Point Loma are affected. A PDF version of the study can be found on the City of Imperial Beach website. imperialbeachca.gov.
- b. The USMC AICUZ study for Marine Corps Air Station (MCAS) Miramar is somewhat more dated, but is available at the MCAS Miramar website: miramar.usmc.mil. Portions of Sorrento Valley, Carmel Valley and University City are included in what the Marine Corps refer to as Accident Potential Zones.

E. Specific Area Disclosures

These disclosures cover various communities and are not exhaustive. Buyer should not assume that any community not listed is free of concerns. Buyer is advised to investigate the area to learn what specific conditions may exist. Because services to the property are affected by whether the property is in an incorporated city or unincorporated area of the county, Buyer should verify the Property status. Buyer and Seller are advised that:

- a. South County may experience air, water and noise pollution from activities in Mexico. For information on air pollution go to www.sdapcd.org. For water pollution, go to www.waterboards.ca.gov/sandiego/. The noise is primarily from the Tijuana airport.
- b. People may consistently cross the U.S./Mexico border without proper documentation notwithstanding fences, patrols, and other measures. The activity may create a variety of problems, including increased crime. For further information go to usborderpatrol.com.

2. Bonsall (Unincorporated) Buyer and Seller are advised that a mushroom farm is located in Bonsall between Old River Road and Gopher Canyon Road. Under certain atmospheric conditions, odors can emanate from the mushroom farm and may affect Properties in the area.

3. Bosa Development Lawsuit Buyer and Seller are advised that this property may have been part of the class action lawsuit filed by condominium owners against Bosa condominium projects known as Serochi et al. v. Bosa Development California II, Inc. et al. San Diego Superior Court Case No. 37-2009-00096686-CU-BT-CTL. The lawsuit contends that Natale Bosa, Bosa Development Corporation, Bosa Development California, Inc., Bosa Development California II, Inc., Irvine Residential High-rise LLC, Bosa California LLC (collectively, "Bosa") incorrectly described the square footage of the residential condominium units that Bosa sold in California. There are allegations that the residential units sold by Bosa were all substantially smaller than Bosa advertised. Bosa has denied all allegations and contends that purchasers received the condominiums as it represented and did not overpay for their units. The lawsuit covers the following Bosa condominium projects: Discovery, Horizons, Park Place, The Grande, Marquee, Legend, Electra, Radiance and Bayside. The parties have agreed to settle the lawsuit and the Stipulation of Settlement contains the complete terms. You can obtain a copy of the Stipulation of Settlement at bholaw.com. The Stipulation of Settlement and the complete records of this case are on file and may be reviewed in the San Diego Superior Court Clerk's office at 330

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West Broadway, San Diego, California 92101. Case records are also available on the court's website as sdcourt.ca.gov.

4. California Coastal Commission Buyer and Seller are advised that development or construction on Properties within the coastal zone may be subject to the jurisdiction and regulations of the California Coastal Commission. The coastal zone extends a great distance inland in various areas of San Diego County, depending upon the location of coastal habitat, sloughs, and other waterways affected by ocean tides. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. For further information, contact the Coastal Commission at (619) 767-2370.

5. Camp Pendleton Buyer and Seller are advised that a live fire artillery range exists at the Marine Corps Base, Camp Pendleton. Periodic training exercises occur at Camp Pendleton which includes the detonation of military ordnance. During training exercises, noise from the artillery and ordnance can be heard in some areas in North San Diego County. For further information, contact Camp Pendleton at (760) 725-4111 or visit marines.mil. For noise inquiries, contact Range Operations Divisions Office at (760) 725-0358 during the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday. After normal business hours (and weekends), contact the Command Duty Officer at (760) 725-5061.

6. Carlsbad Desalination Plant Buyer and Seller are advised that the City of Carlsbad Water Authority recently completed construction of the Carlsbad Desalination Plant and Pipeline in conjunction with Poseidon Water to provide desalinated water to customers of Vista, Carlsbad, and San Marcos. The plant uses various forms of energy to run the facility which at times can emit noxious odors. Buyer can obtain additional information by going to carlsbadca.gov or carlsbaddesal.com.

7. Carlsbad Power Plant Buyer and Seller are advised that the City of Carlsbad maintains and operates a natural gas-fired generating facility in the City of Carlsbad. At certain times, the plant can emit a black soot like material Buyer can obtain additional information by going to carlsbadenergycenter.com

8. Chula Vista and South County Buyer and Seller are advised that:

- a. **North Island Credit Union Amphitheatre**, located in south Chula Vista east of I-805 off the Main Street/Otay Valley Road exit, creates noise from concerts and events, as well as traffic, which may impact properties in the area.
- b. **Aquatica San Diego Waterpark** is located east of I-805 at the Main Street/Otay Valley Road exit.
- c. **Tijuana International Airport** is located approximately five miles south of the U.S.-Mexico border.
- d. **Trolley Lines**. A trolley line is proposed to run along Palomar Street in Chula Vista. The median within East Palomar Street contains a right-of-way for a proposed trolley line and station. The station is proposed to be located east of the intersection of Palomar Street and Santa Cora Avenue. For more information, refer to Section A.10.
- e. **Bay front Development**. Chula Vista may be subject to bay front development, currently under consideration, including the Gaylord Facility Convention Center and a potential football stadium. Bay front development is also under consideration for National City.
- f. **Eastern Urban Center (EUC)**. Chula Vista has approved a 20-year project, the Eastern Urban Center, which will create an urban epicenter in the middle of the suburban 23,000 acre Otay Ranch community in the eastern Chula Vista. The EUC is currently being designed to include over 3.4 million square feet of commercial space (office, civic and retail) and approximately 3,000 multifamily housing units. The EUC is located along the South Bay Expressway between Birch Road and Hunter Parkway.

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9. Coronado Island (City of Coronado) Buyer and Seller are advised that:

- a. **Naval Base Coronado.** This command comprises North Island Naval Station, Naval Amphibious Base Coronado, Outlying Landing Field Imperial Beach, and a number of other small facilities. Military ordinance, possibly including nuclear weapons, may be stored at these facilities. Nuclear powered warships moor at NAS North Island. For more information about Naval Base Coronado, visit its web site: www.cnic.navy.mil/coronado/index.htm.
- b. **Coastal Campus Expansion – Coronado Cays.** The Navy is currently developing 170 acres on the sound end of Coronado for a training and administrative center.
- c. **Traffic.** Traffic to and from Naval Base Coronado can be heavy. Streets particularly affected are: First, Third, Fourth, Orange, Alameda, Ocean and Pomona. For more information about Naval Base Coronado, visit its web site: nbc.navy.mil.
- d. **Development.** City of Coronado development and zoning standards have changed in recent years and may limit new construction or modifications to an existing structure. Buyer is urged to verify with the city before considering any such changes to a property.
- e. **Historic Demolition Ordinances.** The City of Coronado has implemented an ordinance which may limit a Buyer's ability to modify or demolish older homes. The City is developing a list of homes that require a Historic Review before a demolition permit may be issued. Buyer is urged to verify with the city whether a particular property is affected.
- f. **Coronado Shores Condominiums.** Of the 10 Coronado Shores buildings, the following five buildings are without fire sprinklers: 1720, 1730, 1760, 1770 and 1830 Avenida del Mundo. The same five buildings have tested positive for the presence of asbestos. ADM has leased rooftop space to accommodate facilities for wireless communications carriers. On-going spalling repairs to all 10 buildings. For more information contact the individual building managers at property.
- f. **Bridge/Tunnel.** The City of Coronado has been exploring the possibility of building a tunnel from the end of the Coronado Bridge to North Island Naval Air Station. The goal is to reduce traffic through Coronado. If the Buyer is concerned about the possibility of the tunnel, Buyer is urged to check with the City about the status of the project.
- h. **Hotel Del Coronado Master Plan.** For more information on the Hotel Del Coronado Amended Master Plan 2008, contact the City of Coronado or visit www.coronado.ca.us.
- i. There is an application for the proposed expansion of the Coastal Campus of the North Island Force Base located on Coronado which includes developing the land south of the Coronado Cays on the beachfront. This development may affect residential properties located in Coronado, in particular those located with the Coronado Cays. For more information, contact the City of Coronado.

10. Escondido (City of Escondido) Buyer and Seller are advised that:

- a. **Agricultural Activity and Odors.** Areas of Escondido are rural which may contain farms, chicken ranches, horse ranches and dairies. As a result, there may be odors from these activities affecting a Property.
- b. **Chatham Brothers Barrel Yard.** The Chatham Brothers Barrel Yard, once used as a solvent recycling facility and oil drum storage area, is located near the intersection of Gamble Lane and Bernardo Avenue. Designated a hazardous waste site, it is the subject of an ongoing State cleanup project. The County of San Diego, in 1987 and prior to any cleanup efforts, established an area around the site within which proposed residential projects required special review. Subsequently, extensive residential construction

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has been approved within that area. For further information, contact the Project Manager, California Environmental Protection Agency, Department of Toxic Substances Control at (818) 551-2877, or visit dtsc.ca.gov/database and request a search on Document ID 37490029

11. **Fairbanks Ranch (Unincorporated)** Buyer and Seller are advised that:
- There are easement areas throughout Fairbanks Ranch, including various open space easement requirements that may be applicable to a Property. For further information, review a preliminary title report and contact the Fairbanks Ranch Association at (858) 756-4415 or fairbanksranch.org.
 - There is fill soil on many lots in Fairbanks Ranch, and Fairbanks Ranch has had soils problems on specific lots which may affect a lot's suitability for development.
 - Fairbanks Ranch is a private community, managed by and through its homeowners association, and subject to the applicable CC&Rs and Bylaws.
 - There are common areas throughout Fairbanks Ranch, including tennis courts, clubhouse, equestrian center, equestrian trails, roads, greenbelts and open space. The proximity of these areas to a Property may impact the value or use of the Property.
 - The Fairbanks Ranch Equestrian Center is an amenity of the Fairbanks Ranch community. The Association's long-range plans for the Equestrian Center, and the benefits and use of the Center impact the value of a Property. For further information, contact the Fairbanks Ranch Association at (858) 756-4415.
12. **Fallbrook (Unincorporated)** Buyer and Seller are advised that:
- Naval Weapons Station.** The Naval Weapons Station stores explosives munitions, including napalm, and is located along the westerly boundary of Fallbrook, and may affect the value of a Property in the vicinity. See also Sections D.2, D.3 and E.3, above.)
 - Public Utility District.** If the utility account of a previous owner of a Property within the Fallbrook Public Utility District is closed, delinquent or remains unpaid, the amount due will be transferred to the new owner of the Property after normal collection procedures are exhausted. As a result, and to prevent conflict, the District will accept payment of closing bills through escrow. For further information, obtain the status of a Property's account by calling the District's Customer Service number at (760) 728-1125. You can find additional information at www.fpud.com.
 - Rosemary's Mountain Quarry.** A rock quarry near the San Luis Rey River in Fallbrook has been proposed and is referred to as Rosemary's Mountain Quarry. Properties in the vicinities of rock quarries may experience occasional explosion noise, equipment noise and dust from the quarry operations.
 - New Development.** Construction is underway on a master planned community known as Horse Creek Ridge located east of the I-15 and Highway 76 junction. When completed the residential segment of the development will include 500+ single family residence and 230 condominiums. For more information, visit www.livehcr.com.
13. **Fletcher Hills (City of El Cajon)** Buyer and Seller are advised that portions of the Fletcher Hills area of El Cajon have been designated as an ancient slide area, and may contain unstable soils conditions. See Statewide Buyers and Sellers Advisory (SBSA), paragraph 3, "Soils and Geologic Conditions," and paragraph 4, "Geologic Hazards."
14. **Gregory Canyon Landfill** Buyer and Seller are advised that the County of San Diego has proposed various landfill sites in North San Diego County, one of which is known as Gregory Canyon. For further information on this and

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other landfills, please visit San Diego County's web site at sandiegocounty.gov.

15. La Costa. Buyer and Seller are advised that underground springs are present in the La Caruna area. During drought conditions, the water table drops concealing evidence of their existence, creating voids and cracks promoting the springs to migrate. Buyer is advised to investigate to determine if such springs exist on the subject Property.

16. Navajo/San Carlos Area (City of San Diego) Buyer and Seller are advised that because of a high incidence of landslides over the past few years, the City of San Diego has established a geological hazard area in the Navajo community bounded by Mission Gorge Road, Golfcrest Drive, Navajo Road, Waring Road and Princess View Drive in San Diego. Development in this area may be restricted by City requirements for geologic reports and warranties against landslides.

17. Poway Unified School District Buyer and Seller are advised that owners of properties in the Poway Unified School District, except those in Mello-Roos assessment districts, are annually assessed \$55 per \$100,000 of the assessed property value for school bonds approved by the district's voters in November 2002. In addition, the City of Poway approved a bond in 2010 which has payback terms which may financially affect those residents living in Poway. For further information, log on to the school district's web site at powayusd.sdcoc.k12.ca.us

18. Ramona (Unincorporated) Buyer and Seller are advised that:

- a. **Noise, Barona Raceway and Off-Road Vehicles.** Potential noise exists from farms, ranches, factories, animals, civilian/military aircraft, heavy equipment, off-road vehicles, motorcycles, schools, and related activities. The airfield at Miramar includes Marine helicopters and other aircraft which may travel over this area. See Section D.2. Ramona Airport has a variety of aircraft that use the facility, including the California Department of Forestry.
- b. **Odors, Fumes and Dust.** Potential odors and fumes exist from county waste facilities, farms, ranches and residences, herbicides, pesticides, chemical fertilizers, soil amendments, fumes and odors.
- c. **Environmental Concerns.** Ramona is an especially sensitive community with respect to environmental concerns such as those listed in Section B.12.
- d. **Sewage.** The Ramona Municipal Water District operates the water, sewer, and all related systems in the Ramona area. An expansion and upgrading of the sewer system may be necessary in the future and may affect the ability to connect to the sewer. Some unimproved lots in the San Diego Country Estates and Ramona may not have the ability to hook up to the public sewer system or may be subject to special fees or assessments. There may be additional fees in the future. For further information, contact the Water District to verify sewer availability for a Property. Those Properties that are not hooked up to the sewer will need to have septic systems in order to construct a home. Not all properties can support a septic system. For more information, visit rmwd.org or call (760) 789-1330.
- e. **Unavailability of Natural Gas.** Natural gas is not yet readily available in Ramona and, therefore, propane is used. Propane and propane tanks are available for purchase from vendors. The tanks may also be leased.
- f. **Explosive Ordnance.** Areas in and immediately around the Ramona Airport have been used in the past (1942 through 1946) by the military for bombing practice. Some live, unexploded military ordnance has been found and other ordnance may exist.

19. Rancho Bernardo (City of San Diego) Buyer and Seller are advised that:

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- a. **Groundwater Seepage.** There are areas in Rancho Bernardo where groundwater emerges, even in summertime, including certain areas of the Seven Oaks subdivision.
- b. **Methane Gas.** There are areas in Rancho Bernardo where methane gas may be present.
- c. **Soils.** Rancho Bernardo is known to have significant areas of expansive soils. Any areas that have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a possibility of or potential for subsidence and resultant structural or cosmetic problems in such locations.
- d. **Poway Unified School District.** See Section 17 above.

20. Rancho Santa Fe / Del Rayo (Unincorporated) Buyer and Seller are advised that the Rancho Santa Fe area is known to have significant areas of expansive soils. Any areas (such as the greater Fairbanks Ranch area) that have had substantial grading may have locations where fill has been inadequately or improperly compacted. There is a possibility of or potential for subsidence and resultant structural or cosmetic problems in such locations. See Section B.5. A soils report dated January 13, 1992, prepared by MV Engineering, Inc., has concluded that a soils problem exists with the retaining wall behind 5867, 5859, 5851 and 5843 Saratoga Corte (lots 36-39, inclusive), in the Del Rayo Downs development.

21. San Diego—Downtown (City of San Diego) Buyer and Seller are advised that:

- a. **Traffic and Noise.** Downtown San Diego area (including the Gaslamp Quarter) is subject to noise from traffic, trains, and trolleys at times, especially when there is a baseball game or other events at Petco Park. There are also other events such as Mardi Gras, symphony Summer Pops Concerts, marathon, and music and sports events that cause street closures and other traffic problems, and noise, especially from fireworks.
- b. **New Buildings.** Views may be altered, enhanced or obstructed by new buildings, parks, trees and other projects. From time to time, there are noise issues related to construction.
- c. **The Homeless.** Downtown and adjacent areas house the homeless and transients. Social services programs exist that service them, such as temporary housing, food distribution centers, and healthcare outreach facilities.
- d. **Governments.** Downtown is home to administrative offices of the City of San Diego, the County San Diego, the State of California, and the U.S. (federal) government, including the U.S. District Court, IRS, Navy, Customs, Social Services Administration, and others. Both the federal government and the County operate correctional facilities downtown. For specific information, visit the website of the appropriate agencies.
- e. **Information.** For more information, visit the website of the agency in question. Information may also be obtained from the Centre City Development Corporation at (619) 235-2200 or visit www.ccdc.com. For Gaslamp Quarter events; gaslamp.org.

23. Santee (City of Santee) Buyer and Seller are advised that:

- a. **The Las Colinas Women's Jail** is to be significantly enlarged in the future.
- b. **The Sycamore Landfill** facility is due to be enlarged by approximately three times. For information on these and other matters in Santee, visit www.ci.santee.ca.us.

24. Tierra Del Sol/Boulevard/Campo Area Proposed Landfill Buyer and Seller are advised that there is a

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proposed landfill known as the "Campo Municipal Solid Waste Landfill and Recycling: that would be built in the southern end of the Campo Indian Reservation. This proposed landfill may impact the environment, including creating additional traffic. For further information on this, visit the web site: campo-nsn.gov/campolandfill.html.

25. Tierrasanta (City of San Diego) Buyer and Seller are advised that:

- a. **Explosive Ordnance.** The Tierrasanta community was previously the site of a World War II military training base. Some live, unexploded military ordnance has been found and is known to exist in the open space and canyon areas of Tierrasanta and may underlie other areas of the community. A comprehensive program to clean up this ordnance was started in 1990 and completed in 1994. Caution is required when in the canyons and Mission Trails Park areas.
- b. **Quarry Noise.** El Dorado Terrace, El Dorado Ridge, Sunset Ridge, El Dorado Greens, Canterbury Hills, and Monte De Oro may occasionally experience quarry explosion noise caused by V.R. Dennis Construction Company, which is planning to upgrade the existing asphalt plant on its property. For further information, contact the V.R. Dennis Construction Company.

26. All Border Areas – Impacts from Mexico.

- a. South County may experience air, water, sewage, and noise pollution from activities in Mexico. For information on air pollution go to www.sdapcd.org. For water pollution, go to www.waterboards.ca.gov/sandiego/. The noise is primarily from the Tijuana airport.
- b. Buyer should evaluate the impact to the Property that illegal crossings along the U.S.-Mexico border may have, as well as any new construction or activity along the border. For further information, visit www.usborderpatrol.com.

27. Borrego Springs. The Salton Sea, east of Borrego Springs, occasionally experiences wind conditions that cause odors to be transmitted from the Salton Sea to the Borrego Valley. For more information, visit the County of San Diego website: www.saltonseaaauthority.org.

28. Land Use and Cannabis Cultivation/Sales

"Intended Use" is described as cannabis sales and/or cultivation and/or related business. Brokers/agents make no representation as to the legality of Cannabis cultivation and Intended Use of the subject property. Buyer must satisfy self as to all laws pertaining to cannabis sales and cultivation including, but not limited to, complete extensive due diligence regarding Medical Cannabis Regulations and Safety Act (MCRSA) and California Business and Professions Codes pertaining to the Intended Use described herein. Buyer must investigate licensing and permit requirements for obtaining State and City authorized cannabis Use permits and County ordinances authorizing the cannabis cultivation, sales and use on the subject property. Cannabis is a Schedule 1 controlled substance and cultivation, possession and sale of the same is a violation of Federal laws. Buyer has been advised to seek the advice of counsel specializing in cannabis laws regarding the items contained in this paragraph. Additionally, Buyers and Sellers acknowledge and understand most title insurance policies offered by reputable title companies may contain exclusions declaring Cannabis transactions violate local, State and Federal laws on the title policies, and as such, the Buyer may have no title insurance coverage for any potential Federal seizure of the property due to the subject Intended Use.

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29. Other Matters.

Seller and Buyer understand and agree that this Local Area Disclosures statement is not a complete list of all matters concerning Property or residing in the County of San Diego, or its cities or communities, or that otherwise are significant. Buyer is strongly encouraged to conduct a careful and thorough, independent, and complete investigation of the above matters as well as any and all other matters that Buyer deems appropriate and to consult with appropriate specialists, experts, or other professionals concerning such matters.

Buyer

Date

Buyer

Date

Shelley Dumb

12/16/22 Jeffrey L Overton
Jeffrey L Overton (Dec 16, 2022 10:48 MST)

Dec 16, 2022

Seller

Date

Seller

Date

Buyer's Initials () ()

Seller's Initials (SD) (JLO)



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 San Diego, County of San Diego, State of California, described as 650 Columbia Street #217 ("Property").

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

Inspection Performed By (Real Estate Broker Firm Name) Berkshire Hathaway HomeServices

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

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

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

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

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

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

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

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

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

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

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

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

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

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AVID REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials _____ / _____ Seller's Initials NO JLO



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Berkshire Hathaway HomeServices California Properties 516 5th Avenue San Diego, CA 92101
Gregg Neuman

Phone: 619-595-7025
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 619-702-9004
www.lwolf.com

650 Columbia S

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____
Inspection Performed By (Real Estate Broker Firm Name) Berkshire Hathaway HomeServices
Inspection Date/Time: 12/16/2022 Weather conditions: SUNNY & COOL
Other persons present: Solo

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): NONE NOTED

Living Room: NONE NOTED

Dining Room: NONE NOTED

Kitchen: NONE NOTED

Other Room: /

Hall/Stairs (excluding common areas): NONE NOTED

Bedroom # 1 : BUILT-INS NOTED

Bedroom # : /

Bedroom # : /

Bath # 1 : 1/2 BATH IN HALL ENTRY

Bath # 2 : PRIMARY BATH

Bath # : /

Other Room: WALK-IN CLOSS IN PRIMARY SUITE PRESENTLY USED AS STORAGE

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

Other: _____

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): HOA

Exterior Building and Yard - Front/Sides/Back: HOA

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) Berkshire Hathaway HomeServices
By Gregg R Neuman Date 12/16/2022
(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 SO JLO

Real Estate Broker (Firm Representing Seller) Berkshire Hathaway HomeServices
By Gregg R Neuman Date 12/16/2022
(Associate Licensee or Broker Signature)

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

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AVID REVISED 12/21 (PAGE 3 OF 3)



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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650 Columbia S



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 Diego, COUNTY OF San Diego, STATE OF CALIFORNIA, DESCRIBED AS 650 Columbia Street #217, San Diego, CA 92101.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) December 16, 2022. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

☒ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller ☒ **is** ☐ **is not** occupying the property.

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

<input 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 type="checkbox"/> Pool/Spa Heater:
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Septic Tank	<input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric
<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/> Water Heater: <u>Boiler</u>
<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 checked="" type="checkbox"/> Built-in Barbecue <u>HOA</u>	<input type="checkbox"/> City <input type="checkbox"/> Well
<input type="checkbox"/> Burglar Alarms	<input type="checkbox"/> Gazebo	<input type="checkbox"/> Private Utility or
<input type="checkbox"/> Carbon Monoxide Device(s)	<input checked="" type="checkbox"/> Security Gate(s) <u>HOA</u>	Other _____
<input checked="" type="checkbox"/> Smoke Detector(s)	<input checked="" type="checkbox"/> Garage:	<input checked="" type="checkbox"/> Gas Supply:
<input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Attached <input type="checkbox"/> Not Attached	<input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)
<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Carport	<input checked="" type="checkbox"/> Window Screens
<input type="checkbox"/> Satellite Dish	<input checked="" type="checkbox"/> Automatic Garage Door Opener(s)	<input type="checkbox"/> Window Security Bars
<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Number Remote Controls <u>1</u>	<input type="checkbox"/> Quick Release Mechanism on
<input checked="" type="checkbox"/> Central Heating	<input type="checkbox"/> Sauna	Bedroom Windows
<input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Hot Tub/Spa:	<input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures
<input type="checkbox"/> Evaporator Cooler(s)	<input type="checkbox"/> Locking Safety Cover	

Exhaust Fan(s) in KITCHEN/BATHS 220 Volt Wiring in HVAC / KITCHEN Fireplace(s) in NONE
☐ Gas Starter NONE ☐ Roof(s) Type: UNKNOWN Age: UNK (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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TDS REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials _____ / _____

Seller's Initials AD / JLO



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

Berkshire Hathaway HomeServices California Properties 516 5th Avenue San Diego, CA 92101
Gregg Neuman

Phone: 619-595-7025

Fax: 619-702-9004

650 Columbia S

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

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

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

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

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



Property Address: **650 Columbia Street #217, San Diego, CA 92101**

Date: **December 16, 2022**

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 **Shelli R. Overton** Date **12/16/22**
Seller **Jeffrey L. Overton** Date **Dec 16, 2022**
Jeffrey L. Overton (Dec 16, 2022 19:48 MST)
Jeffrey L. Overton

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 ASSISTED SELLER IN COMPLETING TDS, SPA, AND SPGA. AGENT NOTES SELLER ANSWERS ON SAID FORM**

Agent (Broker Representing Seller) **Berkshire Hathaway HomeServices** By  Date **12/16/2022**
(Please Print) (Associate Licensee or Broker Signature)

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 **Shelli R. Overton** Date **12/16/22** Buyer _____ Date _____
Seller **Jeffrey L. Overton** Date **Dec 16, 2022** Buyer _____ Date _____
Jeffrey L. Overton (Dec 16, 2022 19:48 MST)

Agent (Broker Representing Seller) **Berkshire Hathaway HomeServices** By  Date **12/16/2022**
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

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TDS REVISED 12/21 (PAGE 3 OF 3)

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

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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 650 Columbia Street #217, Assessor's Parcel No. 535-700-22-41, situated in San Diego, County of San Diego, California ("Property").

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

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

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

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

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

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

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

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes

affecting the Property whether oral or in writing and whether or not provided to the Seller ☐ Yes ☒ No

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

Explanation: _____

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

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

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

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

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

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

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

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

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



Property Address: **650 Columbia Street #217, San Diego, CA 92101**

- 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) Full Remove ☒ 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? Full Remove ☒ 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 Touch up ☒ Yes ☐ No
E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank) ☐ Yes ☐ No
(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) ☐ Yes ☐ No
(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No

Explanation: _____

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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: _____

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property ONE DOG ☒ 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

SPQ REVISED 6/22 (PAGE 2 OF 4)

Buyer's Initials _____ / _____

Seller's Initials SO / JLO

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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650 Columbia S



Property Address: 650 Columbia Street #217, San Diego, CA 92101

- 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: HOA VS DEVELOPER - STILL DO
HOA VS CONSTRUCTION DEFECT CONTRACTOR + WINDOW COMPANY - STILL DO

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 URBAN LIVING ☒ Yes ☐ No

SPQ REVISED 6/22 (PAGE 3 OF 4)

Buyer's Initials _____ / _____

Seller's Initials AD / JLO

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

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650 Columbia S



Property Address: 650 Columbia Street #217, San Diego, CA 92101

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

17. **GOVERNMENTAL:**

ARE YOU (SELLER) AWARE OF...

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

18. **OTHER:**

ARE YOU (SELLER) AWARE OF...

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

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 Shelli R Overton Shelli R Overton Date 12/16/22
Seller Jeffrey L Overton Jeffrey L. Overton Date Dec 16, 2022
Jeffrey L Overton (Dec 16, 2022 19:48 MST)

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

Buyer _____ Date _____
Buyer _____ Date _____

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SELLER PROPERTY QUESTIONNAIRE ADDENDUM

This form was created by the Greater San Diego Association of REALTORS® and is intended for use primarily in the San Diego County area. This form is not covered by the C.A.R. User Protection Agreement.

Seller: Shelli R Overton Date: 12/16/2022
Property Address: 650 Columbia Street #217, San Diego, CA 92101 ("Property").

This form is for use with C.A.R.'s Seller Property Questionnaire (SPQ). It must not be used without the SPQ. The headings below duplicate those of the SPQ to facilitate concurrent use. It is strongly suggested that the two forms be placed side by side and the questions under the same heading be completed on both forms at the same time.

V. SELLER AWARENESS

Check the appropriate response for each question. For each YES checked, give an explanation on the lines provided below. If there is insufficient space, use the "ADDITIONAL INFORMATION" section on page 4 of this Addendum or attach an additional sheet.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED

B. REPAIRS AND ALTERATIONS

Copy Documents.

Attach a copy, if available, of any documents, such as receipt(s), invoice(s), or report(s) for repair or alteration work.

C. STRUCTURAL, SYSTEMS AND APPLIANCES

Roof

ARE YOU (SELLER) AWARE OF...

1. Are you aware of any roof leak during your ownership? ☐ Yes ☒ No
2. Are you aware if the roof at any time has been repaired _____ replaced, _____ resurfaced? _____
3. If yes, provide an explanation, approximate date, and the name of the person or company that performed the work _____

4. Was there a guarantee or warranty on the work and/or materials? ☐ Yes ☐ No
5. If yes, state when this was provided _____ by whom _____
for what period of time _____
6. Provide a copy of the guarantee/warranty.
7. Are you aware of any gutters and downspouts? ☐ Yes ☒ No
8. If yes, are you aware of holes or rust in the gutters and downspouts? ☐ Yes ☒ No
9. Is the drainage water directed away from the structure? ☒ Yes ☐ No

Other

1. Are you aware of any hardwood floors? ENGINEERED HARDWOOD ☒ Yes ☐ No
2. Are you aware of any exterior wall or ceiling without insulation? ☐ Yes ☒ No
3. For Yes answers to questions 1 and 2, use Section N at the end of this Addendum to specify the rooms.

Buyer acknowledges receipt of copy of this page, which constitutes Page 1 of 6 pages.

Buyer's Initials (_____) (_____) Date: _____ Seller's Initials (JO) (JLO) Date: 12/16/22

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(800) 525-2101 HYPERLINK "http://www.sdar.com" www.sdar.com

Revision Date: June 2016

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA Page 1 of 6)

Berkshire Hathaway HomeServices California Properties 516 5th Avenue San Diego, CA 92101
Gregg Neuman

Phone: 619-595-7025

Fax: 619-702-9004

650 Columbia S

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

Property Address/Parcel Number(s): 650 Columbia Street #217, San Diego, CA 92101**D. LEASED OR FINANCED ITEMS AND SYSTEMS****ARE YOU (SELLER) AWARE OF...**

1. Are you aware of any leased or financed items and/or systems on the Property, including solar system, water softener system, water purifier system, alarm system, or propane tank? (If the item and/or system is owned outright, attach a copy of the contract and bill of sale.) ☐ Yes ☒ No

If "yes," complete the following. If "no," proceed to Section E.

2. Type of Item and/or System
- (a) Water Softening, Filtration or Treatment System ☐ Yes ☐ No
Leased _____ or Other Obligation _____
- (b) Alarm System ☐ Yes ☐ No
Leased _____ or Other Obligation _____
- (c) Solar Panels/System ☐ Yes ☐ No
Photovoltaic panels or Other Obligation _____
Leased _____ or Other Obligation _____
- (d) Propane Tank ☐ Yes ☐ No
Leased _____ or Other Obligation _____
- (e) Other Item or System (explain) _____
Leased _____ or Other Obligation _____
3. For any item and/or system that is leased or financed, is there a contract, lease agreement, deed of trust, and/or a UCC-1 Financing Statement? ☐ Yes ☒ No
- For each item or system leased or financed, complete the following:
- (a) What are the monthly payment(s)? \$ _____, \$ _____, \$ _____
- (b) When do the payments end? _____, _____, _____
- (c) If there are no monthly payments or monies owed to the provider, explain what agreement currently exists: _____
- (d) Is any obligation added to the property tax bill? ☐ Yes ☒ No
4. Attach a copy of all documents, including lease UCC-1 Financing Statement or other financing arrangement, deed of trust, bill of sale, property tax bill relating to the above items and/or systems.

E. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT**Insurance Claims****ARE YOU (SELLER) AWARE OF...**

1. Are you aware of any insurance claim regarding the property beyond the five-year period referred to in V.A.8 of the SPQ? ☐ Yes ☒ No
2. If yes, state in Section N at the end of this Addendum the date of the claim, the nature of the claim, what repairs or other work was performed, by whom, and the cost of the work.
3. Attach a copy of any documents reflecting these claims and the work performed.

Buyer acknowledges receipt of copy of this page, which constitutes Page 2 of 6 pages.

Buyer's Initials (_____) (_____) Date: _____ Seller's Initials (JD JLO) Date: 12/16/22

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 2 OF 6)

Property Address/Parcel Number(s): 650 Columbia Street #217, San Diego, CA 92101**F. WATER-RELATED AND MOLD ISSUES****G. PETS, ANIMALS AND PESTS****H. BOUNDARIES, ACCESS AND PROPERTY USED BY OTHERS****Fences**

ARE YOU (SELLER) AWARE OF...

☒ Yes ☐ No

1. Is the property fenced?
2. If yes, state where: Sides HOA Back HOA Front HOA
3. Which owner built the fence(s)?
4. Who maintains the fence(s)?
5. Are you aware if fences are located: within property lines HOA within the neighbors' property HOA on the line HOA not sure HOA

Overhangs

Are you aware if your or your neighbor's roof, trees or shrubs overhang any property line?

☐ Yes ☒ No

If yes, please explain in Section N at the end of this Addendum.

I. LANDSCAPING, POOL AND SPA**Standing Water**

ARE YOU (SELLER) AWARE OF...

Are you aware of any standing or ponding water after rainfalls, watering or around sprinklers?

☐ Yes ☒ No

If the answer is yes, specify where in Section N at the end of this Addendum.

J. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS**Condo Conversion.**

ARE YOU (SELLER) AWARE OF...

Are you aware if this complex is a conversion from apartments to condominiums?

☐ Yes ☒ No**Parking**

1. Give the number, location, and type of parking space(s) assigned to the property: 1 SPACE
2. Do you: own ☒ rent ☐ lease ☐ your storage space (s)?
3. What is your parking space(s) assignment number? # 1106
4. What is the cost of the parking space(s)? 7600

Storage

1. Give the number, location and type of storage unit(s) assigned to the property. NONE
2. Do you: own ☐ rent ☐ lease ☐ your storage space(s)?
3. Where is the storage space located? /
4. What is the cost of the storage space? /

Modifications to your unit

1. Have you, or are you aware of a prior owner who has, constructed or modified a patio, balcony, fence or other part of this home?
2. Are you aware if this work was done with the homeowners' association's approval?
3. If yes, please provide a copy of homeowners' association (HOA) approval, if applicable and available.

☐ Yes ☒ No☐ Yes ☒ No

Buyer acknowledges receipt of copy of this page, which constitutes Page 3 of 6 pages.

Buyer's Initials () () Date: _____

Seller's Initials (JO JLO) Date: 12/16/22

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 3 OF 6)

Property Address/Parcel Number(s): 650 Columbia Street #217, San Diego, CA 92101**Other common interest/condominium questions**

1. Are you aware of any current violations of restrictions in your unit or in the common area? ☐ Yes ☒ No
If yes, please explain in Section O at the end of this Addendum.
2. Are you aware of any significant defect/malfunction in the common area? ☐ Yes ☒ No
If yes, please explain in Section O at the end of this Addendum.

K. TITLE, OWNERSHIP AND LEGAL CLAIMS**Additional Questions****ARE YOU (SELLER) AWARE OF...**

1. Have you received any compensation in litigation or settlement, involving any issue related to the property? ☐ Yes ☒ No
If yes, what related repairs were completed or other action was taken?
(Use Section N at the end of this Addendum.) ☐ Yes ☒ No
2. Is the property leased, subject to an option to purchase or first right of refusal? ☐ Yes ☒ No
3. Are any of the items listed in Section A of the Real Estate Transfer Disclosure Statement rented or leased, rather than owned, by you? (Examples: water softener, security system.) ☐ Yes ☒ No
If yes, list the items in Section N at the end of this Addendum.
(Note: Buyer may not be obligated or authorized to assume Seller's lease(s). Seller and Buyer must determine the disposition of leased items.)

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

1. Any current or proposed construction that will affect existing views? ☐ Yes ☒ No
2. Any current or proposed construction, near the property, of public or private facilities, such as highways, high-rise buildings or commercial development? ☐ Yes ☒ No
3. Any dumps, toxic or waste disposal sites, airports, prisons, mines, gravel pits or other such facility in or near the neighborhood? ☒ Yes ☐ No
4. Any conditions on adjacent or neighborhood properties such as unstable soils, cracked slabs, poor drainage, which may affect the value or desirability of the property? ☐ Yes ☒ No
5. Any obnoxious odors? ☐ Yes ☒ No
6. Any high voltage power lines on or near the property? ☐ Yes ☒ No
7. Any high pressure gas lines on or near the property? ☐ Yes ☒ No

M. GOVERNMENTAL**Special Regulation.****ARE YOU (SELLER) AWARE OF...**

1. Are you aware if any part of the property is subject to special governmental regulation, such as hillside review, slope restrictions, open space or special set back requirements? ☐ Yes ☒ No
2. Are you aware of the release of any illegal or controlled substance on or beneath the property? ☐ Yes ☒ No

N. OTHER**Prior Transaction Disclosures****ARE YOU (SELLER) AWARE OF...**

1. Are you aware of any disclosures or reports from your purchase of the Property, including but not limited to the Real Estate Transfer Disclosure Statement? ☐ Yes ☒ No
2. If so please provide a copy, or if not in your possession, explain. _____

Buyer acknowledges receipt of copy of this page, which constitutes Page 4 of 6 pages.

Buyer's Initials () () Date: _____ Seller's Initials JO JLO Date: 12/16/02

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 4 OF 6)

Property Address/Parcel Number(s): 650 Columbia Street #217, San Diego, CA 92101**Multi-family property**

If the property is two or more units, please answer the following questions:

1. Are you aware if the property is legally approved for multiple living units?

☐ Yes ☐ No

2. Are you aware if all units have building permits?

☐ Yes ☐ No

3. Are you aware if all units are individually metered?

☐ Yes ☐ No

If yes, which ones: gas _____ electric _____ water _____

4. Are you aware of any agreements of any kind with the tenants that are not in writing?

☐ Yes ☐ No

5. Are you aware of any illegal activity being conducted in any unit, such as drug sales or conducting business in violation of zoning restrictions?

☐ Yes ☐ No**O. ADDITIONAL INFORMATION**

Use the following space to explain any preceding item on this Addendum that needs further elaboration, or to disclose and explain any other information not requested above or on the Seller Property Questionnaire which materially affects the value or desirability of the property.

Use an additional sheet if necessary.

Seller Acknowledgement:

Seller acknowledges that Seller has read and completed this Addendum, and certifies that the information herein is true to the best of Seller's knowledge.

Seller: Shelli R Overton Date: 12/16/22

Seller: Jeffrey L Overton Date: Dec 16, 2022
Jeffrey L Overton (Dec 16, 2022 19:48 MST)
 Jeffrey L. Overton

Buyer acknowledges receipt of copy of this page, which constitutes Page 5 of 6 pages.

Buyer's Initials (_____) (_____) Date: _____ Seller's Initials (SO) (JLO) Date: 12/16/22

SELLER PROPERTY QUESTIONNAIRE ADDENDUM (SPQA PAGE 5 OF 6)

BUYER'S LEGAL DUTY TO EXERCISE REASONABLE CARE

California law requires Buyer to exercise reasonable care to protect himself/herself, including the evaluation of those facts which are known or within diligent attention and observation of Buyer (Civil Code Section 2079.5). Under this statute, Broker also has a responsibility to disclose to Buyer any conditions that would affect the value or desirability of the property Broker may have observed while conducting a diligent visual inspection of the accessible areas of the property.

Seller may not be aware of defects that may exist in the property. It is Buyer's responsibility to investigate the property. The disclosures in this Addendum are made by Seller and not by Broker. However, Broker is required to make a reasonably competent and diligent visual inspection of accessible areas, and to disclose to prospective purchasers all known facts affecting the value and desirability of the property (see Parts III and IV of the Real Estate Transfer Disclosure Statement). Buyers should refer to Buyer's Election of Inspections form (BEI) for further inspection explanation.

Buyer is advised to obtain professional inspection on the condition of the property. Each Buyer looks at a house differently: what may concern one person may be perfectly acceptable to another. Therefore, the Real Estate Transfer Disclosure Statement, Seller Property Questionnaire, and this Addendum do not in any way relieve Buyer from Buyer's responsibility to make an independent diligent inspection of the property, to hire all necessary inspectors, to provide these inspectors with Real Estate Transfer Disclosure Statement, Seller Property Questionnaire, and this Addendum, and to ask questions that may be pertinent to ensure an informed decision.

ALL INSPECTIONS AND REPORTS should be undertaken by qualified, licensed trades people and/or professionals. Buyer should review all inspection reports with the person who performed the inspection.

For any special consideration such as schools, allergies or other health problems, or for religious or cultural concerns that relate to the property, it is Buyer's responsibility to ask Seller and/or otherwise independent satisfy himself/herself about the property as it relates to these considerations.

BUYER ACKNOWLEDGEMENT

Each Buyer below acknowledges that he/she has read and understands this Addendum.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

THIS DOCUMENT IS FOR USE IN SIMPLE TRANSACTIONS AND NO REPRESENTATION OR WARRANTY IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY OF ITS PROVISIONS IN ANY TRANSACTION.

OFFICE USE ONLY
Reviewed by Broker or Designee: _____
Date: _____

Buyer acknowledges receipt of copy of this page, which constitutes Page 6 of 6 pages.

Buyer's Initials (_____) (_____) Date: _____ Seller's Initials (SO) (JLO) Date: 12/16/22