



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/24)

[q] This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or [ ] only unit(s) [ ]).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Agoura Hills, COUNTY OF Los Angeles, STATE OF CALIFORNIA, DESCRIBED AS 1908 Hazel Nut Ct Agoura Hills, CA 91301

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-21-2025. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- [X] Inspection reports completed pursuant to the contract of sale or receipt for deposit.
[X] Additional inspection reports or disclosures:
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
[ ] 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 [X] is not occupying the property.

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

- [X] Range, [ ] Oven, [X] Microwave, [X] Dishwasher, [ ] Trash Compactor, [ ] Garbage Disposal, [X] Washer/Dryer Hookups, [X] Rain Gutters, [X] Burglar Alarms, [ ] Carbon Monoxide Device(s), [ ] Smoke Detector(s), [ ] Fire Alarm, [ ] TV Antenna, [ ] Satellite Dish, [ ] Intercom, [X] Central Heating, [X] Central Air Conditioning, [ ] Evaporator Cooler(s)
Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow.
[ ] Wall/Window Air Conditioning, [ ] Sprinklers, [X] Public Sewer System, [ ] Septic Tank, [ ] Sump Pump, [ ] Water Softener, [X] Patio/Decking, [ ] Built-in Barbecue, [ ] Gazebo, [ ] Security Gate(s), [X] Garage: [X] Attached [ ] Not Attached, [ ] Carport, [ ] Automatic Garage Door Opener(s), [ ] Number Remote Controls, [ ] Sauna, [ ] Hot Tub/Spa: [ ] Locking Safety Cover
[X] Pool: [ ] Child Resistant Barrier, [ ] Pool/Spa Heater: [ ] Gas [ ] Solar [ ] Electric, [X] Water Heater: [X] Gas [ ] Solar [ ] Electric, [X] Water Supply: [ ] City [ ] Well, [X] Private Utility or Other [ ] Las Virgenes municipal water district, [X] Gas Supply: [X] Utility [ ] Bottled (Tank), [ ] Window Screens, [ ] Window Security Bars, [ ] Quick Release Mechanism on Bedroom Windows, [ ] Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in 220 Volt Wiring in Fireplace(s) in Living room & first floor
[ ] Gas Starter [X] Roof(s): Type: Shingles Age: Unknown (approx.)
[ ] Other:

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? [ ] Yes/[X] No. If yes, then describe. (Attach additional sheets if necessary): List of items in the home may not be complete. Any items remaining in home at time of sale will be left.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property (\*see note on page 2)



Property Address: 1908 Hazel Nut Ct Agoura Hills, CA 91301 Date: 02-21-2025

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: Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property)

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

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . .  Yes  No
  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . .  Yes  No
  3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . .  Yes  No
  4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . .  Yes  No
  5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . .  Yes  No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof . . . . .  Yes  No
  7. Any settling from any cause, or slippage, sliding, or other soil problems . . . . .  Yes  No
  8. Flooding, drainage or grading problems . . . . .  Yes  No
  9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . .  Yes  No
  10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . .  Yes  No
  11. Neighborhood noise problems or other nuisances . . . . .  Yes  No
  12. CC&R's or other deed restrictions or obligations . . . . .  Yes  No
  13. Homeowners' Association which has any authority over the subject property . . . . .  Yes  No
  14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
  15. Any notices of abatement or citations against the property . . . . .  Yes  No
  16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

**2) Shared fence line with adjoining house. 12) Buyer to confirm CC&Rs per neighborhood**

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

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Authorized signer on behalf of

Seller Brad Bonney Opendoor Property Trust I Date 02-21-2025

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

Property Address: 1908 Hazel Nut Ct Agoura Hills, CA 91301 Date: 02-21-2025

**III. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-21-2025  
(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 Brad Bonney Date 02-21-2025 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Authorized signer on behalf of

Seller Opendoor Property Trust I Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-21-2025  
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/24)

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

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE.

Seller makes the following disclosures with regard to the real property or manufactured home described as 1908 Hazel Nut Ct Agoura Hills, CA 91301, Assessor's Parcel No. 4464-007-028, situated in Wheatland, County of Los Angeles California ("Property").

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for ALL units (or only unit(s)).

1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.

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

- 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.

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

Note: If yes, provide any such documents in your possession to Buyer. [ ] Yes [X] No

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 [X] No
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) [ ] Yes [X] No
C. The release of an illegal controlled substance on or beneath the Property [ ] Yes [X] No
D. Whether the Property is located in or adjacent to an "industrial use" zone [ ] Yes [X] No
E. Whether the Property is affected by a nuisance created by an "industrial use" zone [ ] Yes [X] No
F. Whether the Property is located within 1 mile of a former federal or state ordnance location [ ] Yes [X] No
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision [ ] Yes [X] No
H. Insurance claims affecting the Property within the past 5 years [ ] Yes [X] No
I. Matters affecting title of the Property [ ] Yes [X] No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 [X] Yes [ ] No
K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums [ ] Yes [X] No

BB



Property Address: 1908 Hazel Nut Ct Agoura Hills, CA 91301

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No  
Explanation, or  (if checked) see attached; J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.

**7. REPAIRS AND ALTERATIONS:**

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

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes  No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .....  Yes  No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes  No
- D. Any part of the Property being painted within the past 12 months .....  Yes  No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank).....  Yes  No
  - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) .....  Yes  No
  - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule .....  Yes  No
- F. Whether you purchased the property within 18 months of accepting an offer to sell it.....  Yes  No
  - (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property.....  Yes  No

**Note 1:** If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

**Note 2:** If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or  (if checked) see attached: D) Painting done for the property as needed.

F) See renovation summary attached.

**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 existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR).....  Yes  No
- C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) .....  Yes  No
- D. An alternative septic system on or serving the Property .....  Yes  No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling .....  Yes  No
  - (1) If Yes to E, whether there are separate utilities and meters for the dwelling.....  Yes  No
  - (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) .....  Yes  No

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

**9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

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

- A. 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.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank.....  Yes  No  
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

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

SPQ REVISED 12/24 (PAGE 2 OF 4)

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

Seller's Initials BBJ

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)**



Property Address: 1908 Hazel Nut Ct Agoura Hills, CA 91301

C. Rivers, streams, flood channels, underground springs, high watertable, 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 .....  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  
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: D)Buyer to confirm CC&Rs per neighborhood

**15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...**

A. Other than the Seller signing this form, any other person or entity with an ownership interest .....  Yes  No  
B. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No  
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .....  Yes  No  
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property.....  Yes  No  
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not .....  Yes  No  
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ....  Yes  No  
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property .....  Yes  No  
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill .....  Yes  No



Property Address: 1908 Hazel Nut Ct Agoura Hills, CA 91301  
Explanation: D) Shared fence line with adjoining house.

**16. NEIGHBORS/NEIGHBORHOOD:** **ARE YOU (SELLER) AWARE OF...**  
A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife .....  Yes  No  
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. Whether the Property was originally constructed as a Manufactured or Mobile home .....  Yes  No  
D. Whether the property is tenant occupied .....  Yes  No  
E. Whether the Property was previously tenant occupied even if vacant now .....  Yes  No  
If yes, disclose if you know the method or manner of how the tenancy ended.  
Explanation: \_\_\_\_\_

**19. MATERIAL FACTS:**  
A. 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  
B.  (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.  
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 Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-21-2025  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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

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



FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (C.A.R. Form FHDS, Revised 6/22)

This is a disclosure and addendum to the Purchase Agreement, OR [ ] Other [ ] ("Agreement"), dated [ ] on property known as 1908 Hazel Nut Ct Agoura Hills, CA 91301 ("Property"), in which [ ] is referred to as Buyer, and Opendoor Property J LLC is referred to as Seller.

- 1. LAW APPLICABILITY: If this property does not meet the conditions stated in paragraph 1A or 1B, there is no requirement to complete the subsequent applicable paragraphs. A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in paragraph 2 are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); (iii) the Property is located in either a high or very high fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN PARAGRAPH 2B. B. Defensible Space Compliance: The disclosures and requirements specified in paragraph 3 are only required for sellers of residential properties if (i) the Property contains one to four units; (ii) the seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (iii) the Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED. C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a high or very high fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on CalFire's website at https://www.fire.ca.gov/dspace/.

- 2. FIRE HARDENING DISCLOSURE (Paragraph 2B is only required to be completed if all four conditions in paragraph 1A are met): A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE HTTP://WWW.READYFORWILDFIRE.ORG". B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers... (1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant [ ] Yes [ ] No (2) Roof coverings made of untreated wood shingles or shakes. [ ] Yes [ ] No (3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck. [ ] Yes [ ] No (4) Single pane or non-tempered glass windows. [ ] Yes [ ] No (5) Loose or missing bird stopping or roof flashing. [ ] Yes [ ] No (6) Rain gutters without metal or noncombustible gutter covers. [ ] Yes [ ] No

- 3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met) (The Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph): A. LOCAL COMPLIANCE REQUIREMENTS: The Property [ ] IS, [ ] is NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.) B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature: (1) Seller is UNAWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector. OR (2) [ ] Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or [ ]) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below. OR (3) [ ] Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or [ ]) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS: (1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.\*



- OR (2)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.
  - OR (3)  **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,\* or if applicable comply with the local requirement after Close Of Escrow.
  - OR (4)  **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain document of compliance prior to the time for Buyer's final verification of condition.
  - OR (5)  **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer;
  - OR (6)  **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.
- D. The local agency from which a copy of the documentation in **paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6)**, as applicable, may be obtained is \_\_\_\_\_, which may be contacted at \_\_\_\_\_.

\* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

4.  **FINAL INSPECTION REPORT DISCLOSURE:** Seller has obtained a final inspection report addressing compliance with home fire hardening or defensible space requirements as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or  Seller does not have a copy of the report and buyer may obtain a copy at \_\_\_\_\_.

**Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.**

Seller Brad Bonney Authorized signer on behalf of Opendoor Property J LLC Date 02-21-2025

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

**Buyer acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.**

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

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

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

**REAL ESTATE BUSINESS SERVICES** Published and Distributed by:  
**REAL ESTATE BUSINESS SERVICES, LLC.**  
*a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®*  
 525 South Virgil Avenue, Los Angeles, California 90020



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

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