Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

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 6/24)

This inspection disclosure concerns the residential property situated in the City of ***Ashland***, County of ***ALAMEDA***, State of California, described as ***16829 Daryl Ave*** ("Property").

☐ This Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) _____).

Inspection Performed By (Real Estate Broker Firm Name) ***REAL BROKERAGE***

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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If this Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units this AVID is for unit # _____.

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): *NOTHING TO NOTE*

Living Room: *NOTHING TO NOTE*

Dining Room: *NOTHING TO NOTE*

Kitchen: *DAMAGE TO WINDOW SCREEN*

Other Room: *CONVERTED GARAGE: NOTHING TO NOTE*
LAUNDRY ROOM: WATER HEATER STRAPPED, WINOW GLAZED,

Hall/Stairs (excluding common areas): *NOTHING TO NOTE*

Bedroom # 1 : *FRONT BEDROOM: NOTHING TO NOTE*

Bedroom # 2 : *FRONT BEDROOM NEAR BATHROOM: NOTHING TO NOTE*

Bedroom # 3 : *BACK BEDROOM WITH ACCESS TO DECK: NOTHING TO NOTE*

Bedroom # 4 : *BACK BEDROOM NEAR BATHROOM: WINDOW GLAZED*

Bath # 1 : *HALL BATHROOM: NOTHING TO NOTE*

Bath # 2 : *BACK BATHROOM: NOTHING TO NOTE*

Bath # _____ : *NA*

Bath # _____ : *NA*

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If this Property is a duplex, triplex, or fourplex, or otherwise has additional dwelling units this AVID is for unit # _____.

Other: BACKYARD AND SIDEYARDS: NOTHING TO NOTE

Other: NA

Other: NA

☐ **See Addendum for additional rooms/structures:** NA

Garage/Parking (excluding common areas): CONVERTED TO LIVING SPACE, PERMIT UNKNOWN

Exterior Building and Yard - Front/Sides/Back: FRONT: CRACKS TO DRIVEWAY,

Other Observed or Known Conditions Not Specified Above: DOG LIVES INSIDE PROPERTY

Seller is a licensed agent

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 (Name of Firm that performed the inspection): REAL BROKERAGE

Inspection Performed By (Name of individual agent or broker): _____

Inspection Date/Time: 09/08/26 AT 6:00PM Weather conditions: SUNNY AND WARM

Other persons present: NOBODY ELSE

By Sameh Kedes Date 09/08/26

(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 and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller _____/ _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____

(Associate Licensee or Broker Signature)

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, Revised 6/26)

The California Consumer Privacy Act ("CCPA")[1] provides California residents with certain rights regarding the collection and use of their personal information ("PI"). Under the CCPA, PI is defined broadly to encompass non-public information that could reasonably be linked to a particular consumer.

During the process of buying, selling, leasing, or, renting real estate, your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. This sharing of PI will likely be essential to effectively complete the transaction for which the broker is being hired.

Businesses that are subject to the CCPA are required to provide you with certain notices and allow you to exercise various rights regarding your PI. However, not all businesses are required to comply with the CCPA. Moreover, businesses that are otherwise subject to the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are subject to the CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years.

If you wish to exercise your rights under the CCPA, you should contact the applicable business directly.

You can also obtain more information about the CCPA from California Privacy Protection Agency (cppa.ca.gov).

This Advisory does not satisfy the requirements under the law, and you are advised to discuss with your broker whether the law applies to your broker, what obligations the broker's business may have, if any, and what rights you may have when it comes to your PI collected by that broker. The broker does not control other businesses that may obtain your PI in the course of your transaction.

By signing below, you acknowledge that you have received a copy of this California Consumer Privacy Act Advisory, and you have read and understand its terms.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

[1] The CCPA can be referenced at Cal. Civ. Code §§ 1798.100 et seq. Supporting regulations can be referenced at 11 Cal. Code Regs. §§ 7000 et seq.

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☐ Buyer ☑ Seller ☐ Landlord ☐ Tenant AuthentiSIGN Sameh Kedes Date 09/08/26

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ AuthentiSIGN Real Brokerage (Real Estate Broker (Firm)) DRE Lic. # 02022092

By _____ AuthentiSIGN Sameh Kedes (Salesperson or Broker-Associate, if any) DRE Lic. # 02446107 Date 09/08/26

EQUAL HOUSING OPPORTUNITY

Real Broker, 1420 Kettner Blvd #100 San Diego CA 92101 Phone: (510)230-6465 Fax: 16829 Daryl Ave,
Sameh Kedes
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.
2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EQUAL HOUSING OPPORTUNITY

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, Revised 6/26)

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By signing below, you acknowledge that you have received a copy of this California Consumer Privacy Act Advisory, and you have read and understand its terms.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

[1] The CCPA can be referenced at Cal. Civ. Code §§ 1798.100 et seq. Supporting regulations can be referenced at 11 Cal. Code Regs. §§ 7000 et seq.

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Sameh Kedes
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CALIFORNIA ASSOCIATION OF REALTORS®

FOR YOUR PROTECTION: GET A HOME INSPECTION
Required For FHA Transactions
(C.A.R. Form HID, Revised 12/23)

Why You Need a Home Inspection

Buying a home is probably the biggest investment you will ever make. The purpose of a home inspection is to inform and educate you about the property before you make a financial commitment. A home inspection will give you more detailed information about the overall condition of the house you want to buy.

Be an Informed Buyer

A home inspection will only occur if you arrange for one; FHA does not perform home inspections. For a fee, a qualified inspector will take an unbiased look at your potential new home to evaluate its physical condition; estimate the remaining useful life of the major systems, equipment, structure, and finishes; and identify any items that need to be repaired or replaced. If you request an inspection early in the process, you may be able to make your purchase contract contingent on its results.

What is Included in the Inspection?

To better understand what to expect in the home inspection, ask the prospective inspector for their Standards of Practice (SOP) or for a sample home inspection report.

How to Find an Inspector

To find a qualified home inspector ask for references from friends, real estate professionals, local licensing authorities and organizations that qualify and test home inspectors.

Appraisals are NOT Home Inspections!

An appraisal is required to estimate the home's value for your lender and does not replace a home inspection. FHA does not guarantee the value or condition of your new home. If you find problems with your home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you.

Radon Gas Testing and Other Health or Safety Issues

The Environmental Protection Agency and the Surgeon General recommend that all houses be tested for radon. For more information, call the toll-free National Radon Information Line at 1-800-SOS-Radon (1-800-767-7236). Ask your inspector if additional health and safety tests are relevant for your home, such as mold; air or water quality; presence of asbestos, lead paint, or urea formaldehyde insulation; or pest infestations.

I(we) acknowledge receipt of this For Your Protection: Get a Home Inspection.

Buyer: _____ Date _____

Buyer: _____ Date _____

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

(C.A.R. Form LPD, Revised 6/26)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated _____, on property known as: ***16829 Daryl Ave, Ashland, CA 94580*** ("Property") in which _____ is referred to as Buyer or Tenant and _____ is referred to as Seller or Housing Provider. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

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 www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: _____

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: _____

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Authentisign Sameh Kedes 09/08/26

Seller or Housing Provider Date

Seller or Housing Provider Date

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Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

real brokerage By Authentisign Sameh Kedes 09/08/26

Agent (Broker representing Seller or Housing Provider) (Please print) | Associate-Licensee or Broker Signature | Date

---

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1B** above

OR (2) (if initialed) _____/_____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing that are identified in **paragraph 1B** above..

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

_____ _____

Buyer or Tenant | Date

_____ _____

Buyer or Tenant | Date

---

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

_____ By _____

Agent (Broker obtaining the Offer) (Please print) | Associate-Licensee or Broker Signature | Date

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CALIFORNIA ASSOCIATION OF REALTORS®

MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
   B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property's condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
      (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
      (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
      (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold “as is” in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

Seller AuthentiSIGN Sameh Kedes Date 09/08/26

Seller _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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CALIFORNIA ASSOCIATION OF REALTORS®

MEGAN'S LAW DATA BASE DISCLOSURE

Regarding Registered Sex Offenders
(C.A.R. Form DBD, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the ☐ Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement OR, ☐ other _____, dated _____, on property known as: ***16829 Daryl Ave, Ashland, CA 94580***, in which _____ is referred to as Buyer/Tenant and ***SAMEH KEDES*** is referred to as Seller/Housing Provider.

Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider AuthentiSIGN Sameh Kedes Date 09/08/26

Seller/Housing Provider _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ.)

(C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. 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 *Ashland*, **COUNTY OF** *ALAMEDA*, **STATE OF CALIFORNIA, DESCRIBED AS** *16829 Daryl Ave, Ashland, CA 94580*.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) *09/08/2026*. **IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

☑ *No substituted disclosures for this transfer.*

II. SELLER'S INFORMATION

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

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

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

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

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

Exhaust Fan(s) in *KITCHEN* 220 Volt Wiring in *LAUNDRY* Fireplace(s) in _____

Gas Starter *WATER HEATER* Roof(s): Type: *COMP SHINGLE AND FLAT OVERLAY* 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/ ☐ No. If yes, then describe. (Attach additional sheets if necessary): *DISHWASHER DOES NOT OPERATE , SOME WINDOW SCREENS IN NEED OF REPAIR*

(*see note on page 2)

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Real Broker, 1420 Kettner Blvd #100 San Diego CA 92101 Phone: **(510)230-6465** Fax: **16829 Daryl Ave,**
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Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

Property Address: ***16829 Daryl Ave, Ashland, CA 94580*** Date: ***September 8, 2026***

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this TDS is for unit # _____.

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

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

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

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . ☐ Yes ☑ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . ☑ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . ☐ Yes ☑ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . ☑ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . ☑ Yes ☐ No
   (**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.): _____

#C2 FENCES, #C4 NEW FLOOR CONVERTED GARAGE, REMODELED THE 2 BATHROOMS AND KITCHEN, NEW PAININTERIO AND EXTERIO PAINT, NEW SIDE YARD CONCRETE, RECESSED LIGHTS IN KITCHEN AND LVING ROOM, NEW SIDE FENCE, AND NEW ATTIC INSULATION. NEW REFRIGERATOR AND WASHING MACHINE.

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

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

Seller Authentisign Sameh Kedes Date 09/08/26

Seller _____ Date _____

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

Property Address: *16829 Daryl Ave, Ashland, CA 94580* Date: *September 8, 2026*

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units, this TDS is for unit # _____.

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: *SEE AVID FROM LISTING AGENT*

Agent (Broker Representing Seller) real brokerage (Please Print)

By Sameh Kedes Date 09/08/26
(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) _____ (Please Print)

By _____ Date _____
(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 Sameh Kedes Sameh Kedes Date 09/08/26

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) real brokerage (Please Print)

By Sameh Kedes Date 09/08/26
(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____
(Associate Licensee or Broker Signature)

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

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

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Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

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 either complete an Exempt Seller Disclosure (C.A.R. Form ESD) or use this SPQ 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, WHETHER BY CONTRACT, 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 ***16829 Daryl Ave*** _____, Assessor's Parcel No. ***413-23-53*** _____, situated in ***Ashland*** _____, County of ***ALAMEDA*** _____ California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. 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. 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..." 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 19B** is checked and attach additional comments.
5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:
   (i) the condition or repair of the Property;
   (ii) any improvement on this Property;
   (iii) easements, encroachments, or boundary disputes affecting the Property.

   These documents include, but are not limited to, any document:
   (i) prepared in the past or present;
   (ii) provided during any previous transaction or from a previous owner;
   (iii) indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
   (iv) whether or not it was provided to the Seller.

   A. Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others?..... ☐ Yes ☑ No

   B. Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others?..... ☐ Yes ☑ No

   C. Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)?..... ☐ Yes ☑ No

   Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

   If Yes to any, provide 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

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Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

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 **(i)** a condominium or **(ii)** located in a planned unit development or **(iii)** other common interest subdivision (see **paragraph 14** for more disclosures) ☐ Yes ☑ No
H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☑ No
I. Matters affecting title of the Property ☐ Yes ☑ No
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☑ No
K. 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 ☑ No
(See C.A.R. Form WBSA for more information)
L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☑ No

If Yes to any, provide explanation: _____

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 were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
F. Whether you acquired the property within 18 months of accepting an offer to sell it ☐ Yes ☑ No
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 stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation:
#7A:FENCES, NEW FLOOR IN CONVERTED GARAGE, REMODELED THE 2 BATHROOMS AND KITCHEN, NEW INTERIOR AND EXTERIOR PAINT, NEW SIDE YARD CONCRETE, RECESSED LIGHTS IN KITCHEN AND LVING ROOM, NEW SIDE FENCE, AND NEW ATTIC INSULATION. NEW REFRIGERATOR AND WASHING MACHINE.

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 existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q) ☐ Yes ☑ No
D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ 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

If Yes to any, provide 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 maintaining 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 such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

EQUAL HOUSING OPPORTUNITY

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

Property Address: ***16829 Daryl Ave, Ashland, CA 94580***

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

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.

If Yes to any, provide 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 watertable, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☑ No

If Yes to any, provide 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 _____

If Yes to any, provide 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

If Yes to any, provide 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

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE) **ARE YOU (SELLER) AWARE OF...**

A. Property being: **(i)** a condominium; **(ii)** being located in a planned unit development or; **(iii)** being located in a 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

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

(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

If Yes to any, provide explanation: *DOES NOT APPLY*

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

If Yes to any, provide explanation: *#15D SHARED FENCES WITH NEIGHBORS*

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

If Yes to any, provide 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. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ..... ☐ Yes ☑ No
E. 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
F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ..... ☐ Yes ☑ No
G. 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
H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property..... ☐ Yes ☑ No
I. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☑ No
J. 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
K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☑ No

If Yes to any, provide 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 residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... ☐ Yes ☑ No
C. 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
D. Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☐ Yes ☑ No

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Property Address: ***16829 Daryl Ave, Ashland, CA 94580***

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

E. Whether the Property is tenant occupied ..... ☐ Yes ☑ No
If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy)..... ☐ Yes ☐ No

F. 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.

If Yes to any, provide 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.

If Yes to any, provide 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 Seller's own duty of disclosure.

Seller Sameh Kedes Sameh Kedes Date 09/08/26

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 _____

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WATER HEATER STATEMENT OF COMPLIANCE

(C.A.R. Form WHS, Revised 12/23)

Property Address: ***16829 Daryl Ave, Ashland, CA 94580***

NOTE: This form to be used by sellers exempt from the TDS (other than REO sales), and it can be provided in conjunction with the Exempt Seller Disclosure. For REO sales, C.A.R. Form Water Heater and Smoke Alarm Statement of Compliance (WHSD) to be used.

WATER HEATER STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
4. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Authentisign Sameh Kedes Date 09/08/26

Seller _____ Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer _____ Date _____

Buyer _____ Date _____

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WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 12/23)

Property Address: ***16829 Daryl Ave, Ashland, CA 94580***

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code § 19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
4. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code § 19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Authentisign Sameh Kedes Date 09/08/26

Seller _____ Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer _____ Date _____

Buyer _____ Date _____

SMOKE ALARM STATEMENT OF COMPLIANCE

1. **STATE LAW:** California Law requires that **(i)** every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke alarm, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code § 13113.8) and **(ii)** all used manufactured or mobilehomes have an operable smoke alarm in each sleeping room.
2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke alarm requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke alarm requirements for your property.
3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code § 13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke alarms. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
4. **EXCEPTIONS:** Generally, a written statement of smoke alarm compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. **CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke alarm(s) **(i)** approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code § 13113.8 or **(ii)** in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code § 18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and **(iii)** in accordance with applicable local ordinance(s).

Seller Authentisign Sameh Kedes Date 09/08/26

Seller _____ Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Alarm Statement of Compliance.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)
(C.A.R. Form AS, Reviewed 6/25)

1. **GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:** Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be **(i)** an attorney, title company, or escrow company responsible for closing the transaction, or **(ii)** the Buyer's agent (but not the Seller's agent).
2. **SELLER'S INFORMATION:**
   A. **PROPERTY ADDRESS** (property being transferred): *16829 Daryl Ave Ashland, CA 94580* ("Property")
   B. **TRANSFEROR'S NAME:** *SAMEH KEDES* ("Transferor")
   C. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
3. **EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
   A. ☑ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
   B. ☐ (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
4. **QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:**
   A. **TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA**
   (1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute **(i)** has the Seller's affidavit; **(ii)** the affidavit is complete; and **(iii)** the Seller states in the affidavit that no withholding is required because an exemption is claimed.
   (2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
   B. ☐ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.**
5. **SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)**
   A. Social Security No., or Federal Employer Identification No. (TIN) _____
   B. Address _____
   (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
   C. Telephone Number _____
6. **CALIFORNIA WITHHOLDING:** Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, § 18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Authentisign Sameh Kedes Date 09/08/26
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).
Sameh Kedes

Typed or printed name _____ Title (If signed on behalf of Entity Transferor) _____

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).
Buyer _____ Date _____
(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

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For further information on federal guidelines, see C.A.R. Legal Q & A *"Federal Withholding: The Foreign Investment in Real Property Tax Act,"* and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A *"California Nonresident Withholding,"* and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. **and** who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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CALIFORNIA ASSOCIATION OF REALTORS®

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 6/26)

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 professionals even if Seller or Broker 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 will contain conflicting information. If there are discrepancies between reports, disclosures, or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or 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 to 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 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.

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.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- 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. You should contact a CPA or tax attorney to determine **(i)** the basis of the property for income tax purposes; and **(ii)** any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. 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 to each other.

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TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 9-10	Pages 10-11	Pages 11-12	Pages 13-14	Page 15

	Page	(Para.)
• Accessory Dwelling Units	5	(B1)
• Arbitration	12	(E4)
• Building Permits, Zoning and Code Compliance	5	(B2)
• Buyer Intended Future Use	6	(B3)
• California Fair Plan	6	(B4)
• Community Enhancement and Private Transfer Fees	13	(F1)
• Death on the Property	10	(D1)
• Earthquake Fault Zones and Seismic Hazard Zones	10	(D2)
• Easements, Access and Encroachments	2	(A1)
• Electrification of Energy Source	11	(D10)
• Electronic Signatures	11	(E1)
• Environmental Hazards	3	(A2)
• EPA's Lead-Based Paint Renovation, Repair and Painting Rule	10	(D3)
• Escrow Funds	12	(E5)
• Fire Hardening, Defensible Space, and Wildfire Disasters	5	(A14)
• Fire Hazards	10	(D4)
• FIRPTA/California Withholding	10	(D5)
• Flood Hazards	11	(D6)
• Formaldehyde	3	(A3)
• Future Repairs, Replacements and Remodels	6	(B5)
• General Recall/Defective Product/Class Action Information	13	(F2)
• Geologic Hazards	3	(A4)
• Golf Course Disclosures	8	(C1)
• Heating Ventilating and Air Conditioning Systems	6	(B6)
• Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvements	6	(B7)
• Homeowner Associations and Covenants, Conditions and Restrictions (“CC&Rs”); Charging Stations; FHA/VA Approval	13	(F3)
• Home Warranty	12	(E6)
• Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12	(E7)
• Inspections	3	(A5)
• Insurance, Title Insurance and Title Insurance After Foreclosure	6	(B8)
• Land Lease	7	(B9)
• Legal Action	13	(F4)
• Liquidated Damages	11	(E2)
• Marijuana and Methamphetamine Labs	7	(B10)
• Marketing; Internet Advertising; Internet Blogs; Social Media	14	(F5)
• Mediation	12	(E3)
• Megan's Law Database Disclosure	11	(D7)
• Mold	3	(A6)
• Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions	9	(C2)
• Neighborhood Noise Sources	9	(C3)
• 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts	8	(B18)
• Non-Confidentiality of Offers	12	(E8)
• Notice of Your Supplemental Property Tax Bill; Accurate Sales Price Reporting	11	(D8)
• Online or Wire Funds Transfers	12	(E9)
• Owner's Title Insurance	7	(B11)
• PACE Loans and Liens	14	(F6)
• Pets and Animals	4	(A7)
• Preliminary Title Report	5	(A15)
• Recording Devices	14	(F9)
• Re-Keying	14	(F7)
• Rent and Eviction Control Laws and Ordinances	7	(B12)
• Retrofit, Building Requirements, and Point of Sale Requirements	8	(B13)
• Schools	9	(C4)
• Sea Level Rise/Coastal Properties	10	(C7)
• Septic Systems	4	(A8)
• Short Term Rentals and Restrictions	8	(B14)
• Soil and Geologic Conditions	4	(A9)
• Solar Panels and Net Energy Metering	14	(F8)
• Square Footage, Lot Size, Boundaries and Surveys	4	(A10)
• Swimming Pool, Security and Safety	8	(B16)
• Underground Pipelines and Utilities	9	(C5)
• Views	8	(B15)
• Water Intrusion	4	(A11)
• Water Shortages and Conservation	8	(B17)
• Well and Water System(s)	5	(A12)
• Wildlife	9	(C6)
• Wood Balconies, Stairs, and Other Structures	14	(F10)
• Wood Destroying Pests	5	(A13)
• Zone Maps May Change	11	(D9)

A. Investigation of Physical Conditions

A1. 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 are 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 investigation contingency period. Brokers do not have expertise in this area.

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A2. 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, PCBs, methane, other gases, fuel oil or chemical storage 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 investigation 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.

A3. 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 investigation 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.

A4. 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 is 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 if it 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 geological 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.

A5. 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 during 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 and does not 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 to address Buyer's area of concern. 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 someone 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 areas.

A6. 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 it may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not

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limited to, flooding, and leaks in windows, pipes, and roofing. 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. 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.

A7. 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 they 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 introduced 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.

A8. 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 may 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 is 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.

A9. 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.

A10. 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 are 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 should 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.

A11. 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. Even if 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.

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A12. 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 investigation contingency period. Brokers do not have expertise in this area.

A13. 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 investigation contingency period. Brokers do not have expertise in this area.

A14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS: California experiences wildfires that damage and destroy many properties. 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 may require sellers to provide buyers with statements of compliance with local mandates if adopted by local agencies, or alternatively may require buyers to obtain statements of compliance after close of escrow. 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 and 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 non-exhaustive 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.

A15. PRELIMINARY (TITLE) REPORT: A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an “abstract of title;” the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer review the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers also recommend that Buyer hire a qualified California real estate attorney to address any questions or concerns Buyer may have regarding title, the preliminary title report, or any matters addressed in this paragraph. Brokers do not have expertise in this area.

B. Property Use and Ownership

B1. 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.

EQUAL HOUSING OPPORTUNITY

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B2. 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.

B3. 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 Buyer's 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.

B4. 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.

B5. 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.

B6. 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 investigation contingency period. Brokers do not have expertise in this area.

B7. 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 investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

B8. 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 Buyer's 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

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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. Whether 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 contain exclusions. as do all insurance policies, 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 has mistakenly 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.

B9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Seller does not own the land, and unless Buyer has an agreement with the land owner, Buyer will not own the land upon close of escrow; (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.

B10. 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.

B11. 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.

B12. 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

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costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.

B13. 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, sprinklers, or other fire suppression systems, **(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.

B14. 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 investigation contingency period. Brokers do not have expertise in this area.

B15. 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 investigation contingency period. Brokers do not have expertise in this area.

B16. 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.

B17. 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.

B18. 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

C1. 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

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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.

C2. 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.

C3. 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.

C4. 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 investigation contingency period. Brokers do not have expertise in this area.

C5. 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 investigation contingency period. Brokers do not have expertise in this area.

C6. WILDLIFE: California is 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.

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C7. 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 investigation contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

D1. 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.

D2. 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 investigation 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.

D3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, childcare 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.

D4. 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 investigation and insurance 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.

D5. 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.

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D6. 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 Buyer's lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

D7. 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.

D8. 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 Seller's 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.

D9. 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.

D10. ELECTRIFICATION OF ENERGY SOURCE: Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

E1. ELECTRONIC SIGNATURES: 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 documents 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 is 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.

E2. 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

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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.

E3. 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.

E4. 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.

E5. 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.

E6. 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.

E7. 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.

E8. 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 NDA). 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.

E9. 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.

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F. Other Factors Affecting Property

F1. 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.

F2. 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 investigation 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.

F3. 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.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

F4. 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.

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F5. 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.

F6. 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.

F7. 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.

F8. SOLAR PANELS AND NET ENERGY METERING: 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. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). 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. Buyer's 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”. **Solar panel systems may have net energy metering**. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.

F9. 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.

F10. WOOD BALCONIES, STAIRS AND OTHER STRUCTURES: Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

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G. Local Disclosures and Advisories

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 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER _____ Date _____

BUYER _____ Date _____

SELLER _____ Date _____

SELLER _____ Date _____

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BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

1. **IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.

2. **PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.

3. **CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.

4. **INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of “knob and tube” electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.

5. **RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: **(i)** Top Ten tips for Finding Residential Insurance; **(ii)** Residential Insurance Company Contact List; **(iii)** Home Insurance Finder; and **(iv)** information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm.

6. **BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER'S ADVISORY

(C.A.R. Form SA, Revised 6/26)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
   - **A. GENERAL DISCLOSURE DUTIES:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
   - **B. STATUTORY DUTIES** (For one-to-four Residential Units):
     - **(1)** You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
     - **(2)** Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home," and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
     - **(3)** If you know that your property is: **(i)** located within one mile of a former military ordnance location; or **(ii)** in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
     - **(4)** If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
   - **C. DEATH AND OTHER DISCLOSURES:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
   - **D. CONDOMINIUMS AND OTHER COMMON INTEREST SUBDIVISIONS:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
   - **A. CONTRACT TERMS AND CONDITIONS:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property, buyer broker compensation, and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price. Should Seller agree to do so, Broker does not represent, nor will Broker confirm, that the amount specified is owed by buyer or the full amount will be used by buyer to pay for the specified purpose. In the absence of a separate agreement, Seller's contractual obligation to pay buyer's broker is independent of any obligation between buyer and a third party.
   - **B. WITHHOLDING TAXES:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
   - **C. PROHIBITION AGAINST DISCRIMINATION:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.

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D. **GOVERNMENT REQUIRED REPAIRS, REPLACEMENTS AND ALTERATIONS:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.

E. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP 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 RRP at all times 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 www.epa.gov/lead for more information.

F. **ALL CASH ENTITY BUYERS:** Under a Federal Law, if in force, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the U.S. Department of Treasury, certain information about the Buyer and Seller, when: (i) the property is a residential property with one to four units or vacant land intended to be improved with a residential dwelling with one to four units, (ii) the buyer is a legal entity or trust, and (iii) the buyer is making an all cash purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.

G. **WHOLESALE BUYERS:** The Residential Purchase Agreement allows a buyer, within a set number of days, to assign all or part of buyer's rights to another person, with the seller's consent. A seller is allowed to withhold consent if the buyer is being paid by the other person for the assignment. Some buyers enter into a contract with the seller without any intention of purchasing the property themselves but instead as an investment that they intend to assign to another person prior to closing. If these "wholesale" buyers cannot find others willing to pay buyers an acceptable in exchange for taking buyers' place, buyers will often attempt to cancel or refuse to close escrow, whether or not buyers have legal or contractual grounds to do so. Sellers, who have lost time and the potential to sell to another buyer, often feel pressured to go along with extensions and other delays while the wholesale buyer looks for an investor to pay the buyer their desired fee. Indications that a buyer may be a wholesaler include (i) below market offers, (ii) buyer's offer indicating "or assignee" as purchaser, (iii) low deposit amount, (iv) purchasing in the name of an LLC, and (v) failure to provide proof of funds or take contractually required actions while searching for a buyer of their own.

H. **LEGAL, TAX AND OTHER IMPLICATIONS:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

4. **MARKETING CONSIDERATIONS:**

A. **PRE-SALE INSPECTIONS AND CONSIDERATIONS:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in **paragraph 2** above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.

B. **OPEN HOUSE CONSIDERATIONS:** While holding an open house can be an effective way to attract buyers to a seller's home, doing so can present risks. No one can definitively know who will enter the home or for what purpose. The agent holding the open house will neither have the ability, at all times, to monitor the activity of every person coming to view your property nor to assess whether such visitors are entering the home intending to consider it for purchase or for some other reason. Some visitors will respect your real property, personal property, and possessions, while others may not do so. Read **paragraph 4D** for further information. You should discuss with your agent the benefits and risks of including open houses as part of the marketing strategy.

C. **POST-SALE PROTECTIONS:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something goes wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.

D. **SAFETY PRECAUTIONS:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.

E. **EXPENSES:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. **OTHER ITEMS:** _____

_____

By signing below, Seller acknowledges that they have received a copy of this Seller's Advisory, and they have read and understand its terms.

Seller Sameh Kedes Sameh Kedes Date 09/08/26

Seller _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

(C.A.R. Form SFLS, Revised 12/24)

Property Address: *16829 Daryl Ave, Ashland, CA 94580* ("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, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property 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. 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	*1,765 SF*	*5,100 SF*		☐
Multiple Listing Service				☐
Seller	*2,002 SF*		Measurement comes from the following source: *PER SELLER, INCLUDES CONVERTED GARAGE , PERMIT UNKNOWN GARAGE IS NOT RECOGNIZED IN PUBLIC RECORDS*	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

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 Authentisign Sameh Kedes Date 09/08/26

Seller _____ Date _____

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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WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. **WATER-CONSERVING PLUMBING FIXTURES**
   - **A. INSTALLATION:**
     (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a 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. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.
2. **CARBON MONOXIDE DETECTORS:**
   - **A. INSTALLATION:**
     (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, 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 Mobilehome 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.
   - **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 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, 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Authentisign

Seller Sameh Kedes Date 09/08/26

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

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ALAMEDA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY

(This form is intended for use with the California Association of REALTORS® form "Statewide Buyer and Seller Advisory")

This Advisory is intended for use in Alameda County, including all cities and unincorporated areas of the County. Please read it carefully along with any local Advisories or local disclosures and Seller or Agent Disclosures relating to the Property.

PARAGRAPHS	PAGE	PARAGRAPHS	PAGE
INTRODUCTION	2	**C. FED., STATE AND REG. CONDITIONS (cont.)**	
		Underground Utilities	11
A. MARKET CONDITIONS ADVISORY	3	Crime	11
		Water-Conserving Plumbing Fixtures	12
B. GENERAL PROPERTY ADVISORIES	3	Pool and Spa Safety	12
Existing Housing Stock	3	Garage Door Safety Requirements	12
Floors and Walls	4	Real Property Taxes, Assessment Districts, Vacant Land	12
Tempered Glass	4	Rental Property, Rent Caps & Just Cause Eviction	13
Fireplaces; Wood-Burning Appliances	4	General Rental Property Issues and Fair Housing	13
Square Footage and Lot Size	4	Short-Term and Vacation Rentals	14
Fence Maintenance	4	Public Services	14
Trees and Vegetation	5	New Construction Warranties, Defects and Lawsuits	15
River, Creek and Levee Protection	5	Private Roads	15
Flood Mapping	5	Marijuana (Cannabis)	15
Environmental Mapping	5	Communication Services & Devices	15
Wildfire Hazards	6		
Underground Storage Tanks	6	**D. COUNTY AND CITY ADVISORIES**	16
Condos, CIDs and HOAs	6	Noise from Transportation Systems	16
Plastic Pipe	7	San Francisco Bay Regulations	16
Insurance and C.L.U.E. Reports of Claims	7	Flood Benefit Assessment	16
Online Photos, Information & Consumer Priv.	8	Spark Arrestors	16
Probate Sales and Court Confirmation	8	Residential Rental Unit Fee	16
Smoke Alarms and CO Detectors	8	HVAC/Ducting	16
Water Heaters	9	No Smoking Ordinances	16
Animals	9	Sewer Line Inspection and Compliance	17
Architectural and Construction Plans	9	Real Estate Developer and Rehab. of Real Estate	18
		Sidewalk Repair Programs	18
C. FEDERAL, STATE AND REGULATORY	9	Alameda City Ordinances and Disclosures	18
CONDITIONS ADVISORIES	9	Berkeley Regulations	19
Unstable Hillsides	9	Livermore Regulations	20
Expansive Soils	9	Meadow Brook Village in Fremont	20
High Water Tables	9	Oakland Regulations	20
Wet Weather Conditions	10	Piedmont City Ordinances	21
Climate Conditions	10		
Permit Issues	10	**E. SOURCES OF GENERAL INFORMATION**	21
Nonconforming Uses, etc.	10		
Balconies/Deck Inspection & Retrofit Require.	11	**F. ATTORNEY/ACCOUNTANT RECOMMENDATIONS**	22
Seismic Retrofitting/Soft-Story Buildings	11		
Historic Resources	11	**G. ACKNOWLEDGEMENT RE BROKERS**	22
		WIRE FRAUD SCAM ALERT	23

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

INTRODUCTION

This Advisory provides general information about selling and buying real property in Alameda County and is effective as of July 2025**.** It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm Buyers and Sellers. Although this Advisory does not limit any legal duty of real estate brokers, it does point out some limitations on real estate brokers' duties. This Advisory points out that when purchasing something as important and valuable as real estate, Buyers have a legal responsibility to protect themselves by taking special precautions to investigate the issues detailed in this Advisory and any other issues which impact the use, value or desirability of the Property; consult with the appropriate experts and/or governmental agencies. Do not just rely on real estate brokers or Sellers as sources for all information. When Buyers have questions, doubts or concerns, they should conduct their own Investigation with their own chosen professionals. For more information about the areas covered by this Advisory, Buyers can go online at the sites referenced at the end of this Advisory.

The information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, Ownership and/or development of the Property.

- Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure.

- Sellers should conduct a diligent search of their documents to determine if they have any reports, disclosures, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.

- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Real Estate Transfer Disclosure Statement and the Supplemental Property Questionnaire, provided by Seller.

- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced in this Advisory to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability or development of the Property. That investigation should take place prior to the Buyer's removal or waiver of any investigation contingency. Buyers are urged to:

    - Carefully read the information contained in all advisories, pamphlets, disclosures, inspections, and/or reports that Buyers receive from any source.

    - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in the documents received by Buyers from any source.

    - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.

- Buyers need to inquire into any additional matters (beyond those in this Advisory) to the extent that those additional issues affect the Buyers' determination of the use, value, desirability or development of the Property.

- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.

- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract or other factors such as Homeowners' Association requirements.

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- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.

- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

The real estate licensees involved in the transaction do not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

A. MARKET CONDITIONS ADVISORY

Real estate markets are cyclical. It is impossible to predict what market conditions will be at any given time. The ultimate decision of how much to offer on any property rests with Buyers. Buyers need to decide what they are willing to pay in light of market conditions and their own financial resources. Buyers must also decide what type of offer to make in recognition of existing market conditions. Purchase price is not a simple calculation based upon square footage but an agreement as to what Buyers will pay and what Sellers will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to Sellers. If, after making an offer without an investigation contingency. Buyers become aware of an aspect of the condition of the Property that affects its value or desirability, Buyers may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, Buyers may have no legal recourse against any of the parties in the transaction after escrow closes, including the Seller, the brokers or the inspectors, and then the Buyers may have to pay to correct those problems.

Waiving the right to have a contingency regarding inspection of the property does not necessarily waive the Buyers' right to access the Property, even if the Property is being sold "AS IS". Regardless of whether there is an investigation contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the Close of Escrow.

The lender's approval of financing includes the lender's determination that (1) Buyers are creditworthy and can afford to make the mortgage payments and (2) that the Property appraises for at least the principal amount of the loan. Even if Buyers have obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyers' financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", Buyers may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, Buyers may not be able to perform on Buyers' contractual obligations. This could then result in the Buyers paying damages to the Seller. **It is a serious risk for Buyers to eliminate from the purchase contract their right to have a financing and/or appraisal contingency if they intend to secure a loan.**

B. GENERAL PROPERTY ADVISORIES

1. **EXISTING HOUSING STOCK:** Many properties have been built under different building codes and may not accommodate current or future personal property items such as electric cars. Regardless of its age, Buyers should have the Property inspected by a competent property inspector and obtain additional inspections recommended in any inspection report, or as may be necessary for Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other

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aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.

2. **FLOORS AND WALLS**: The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, and furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If Buyers wish to determine the condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of the Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

3. **TEMPERED GLASS:** Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyers are advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing a physical investigation contingency. Buyers should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

4. **FIREPLACES; WOOD-BURNING APPLIANCES:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as $PM_{2.5,}$ can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short-term and long-term health effects, including eye, nose and throat irritation, reduced lung function, asthma, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High $PM_{2.5}$ levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. Buyers should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

   When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

   The information in **Paragraph 4** was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. **SQUARE FOOTAGE AND LOT SIZE**: Different sources of size information including but not limited to Sellers and Appraisers often provide different square footage or lot size numbers for a property; public records may be, and often are, inaccurate and thus there are frequently discrepancies in the advertised sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, MLS and others and are provided to Buyers regarding the Property are not, and will not be, verified by Sellers or the real estate agents. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or the real estate Brokers. **If the square footage or lot size of the Property is an important consideration in Buyers' decision to purchase the Property and/or the price that Buyers are willing to pay, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data.**

6. **FENCE MAINTENANCE:** If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.

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7. **TREES AND VEGETATION**: ***Protected Trees***. Most cities have an ordinance that requires property Owners to obtain a permit prior to removing *Protected Trees (also known as Heritage Trees)* from their property. *Protected Trees* are defined within the code of each city (such as Dublin and Newark). Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

   In addition, the Alameda County Tree Ordinance requires property Owners planning to perform any of the following activities to obtain an approved permit from the Alameda County Public Works Agency: Pruning/ Trimming of branches over one (1) inch in diameter (permits are not required for minor pruning of branches one (1") inch in diameter or less), planting or removing a tree.

   Hazardous Trees: Some cities define hazardous tree conditions within their Municipal Building Codes and address ways of mitigating those conditions on both private and public property. There are often stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, pursue the claim through the court system.

   View Ordinances: Some cities have view ordinances that restrict the height of trees so that trees do not unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather they encourage the private resolution of such disputes. Each city has a slightly different mechanism for handling these situations, and Buyer is encouraged to review the Municipal Code during their inspection period.

   Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding trees that are on the Property or on a neighbor's property.

8. **RIVER, CREEK AND LEVEE PROTECTION:** Many properties are impacted by creeks (a narrow channel or small stream), underground aquifers, and/or culverts (a man-made structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a creek or culvert, Buyers should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, some cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property Owners which can involve considerable expense.

   For example, in the unincorporated areas of Alameda County, property Owners whose land has a watercourse that abuts or passes through the property must maintain that part of the watercourse and keep it reasonably free of trash, debris, excessive vegetation and other obstacles and must make certain that any structures on the property will not become a hazard to the use, function or physical integrity of the watercourse. Buyers should review the Alameda County Watercourse Protection Ordinance with their own experts regarding these issues and before commencing any work in, over or near a watercourse.

9. **FLOOD MAPPING:** Flood maps and flood designations for all properties may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Rising sea levels may also have an impact on future flooding. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in an NHD report, will experience annual premium increases which could be as much as 18% to 25% per year. For further details regarding any specific Property, go to: https://www.floodsmart.gov/floodsmart/ or http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments

10. **ENVIRONMENTAL MAPPING:** Some of the third-party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures and maps may be available.

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11. **WILDFIRE HAZARDS:** Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing permits and/or for authorizing rebuilding efforts; availability of insurance and/or utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. Buyers should investigate all wildfire related issues to determine what impact, if any, those issues may have on the Buyer's current and future use or development of the Property.

12. **UNDERGROUND STORAGE TANKS (UST):** Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the Property's furnace. As natural gas became the more common standard fuel for home furnaces, virtually all of the old furnaces have been replaced. However, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in California. The licensing, inspection and regulation of UST's in residential application are currently exempt provided the tank is less than 750 gallons and was used for fuel oil only. However, this does not guarantee that the Property would be exempt from abatement if a UST is discovered upon the Property. Each municipality has very different regulations concerning UST's that may include removal and soil clean-up of any toxic material that may have leaked from the tank. Buyers and Sellers are advised to speak directly to the Public Works Department, Building Department and/or Fire Department in the pertinent city concerning specific regulations affecting UST's.

13. **CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND HOMEOWNERS' ASSOCIATIONS:** If the Property is l in a Common Interest Development ("CID"), the Seller should request that the Homeowners' Association ("HOA") provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525. It is strongly recommended that Buyers receive the current HOA documents directly from the HOA rather than from any online service or from an earlier transaction. Although Sellers can legally provide their own copies of the required documents, the best practice is to have the HOA provide the documents so that the most current information is provided to Buyers.

    Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA form from the California Association of REALTORS®. If any document(s) are missing, Buyers should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents.

    Some HOA's do not prepare or keep all documents required by the law, such as reserve studies and/or financials and may not be operating in compliance with the law. As a result, Buyers may only receive a portion of the state required documents; in which case Buyers must be aware that they are buying into an HOA without the benefit of the information those documents would provide. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyers' intended uses.

    Any changes or improvements to a unit generally require some form of review and approval by the HOA. The HOA may impose significant restrictions on any changes, especially those which impact the common area(s). These restrictions may include imposing maintenance obligations and/or indemnification requirements in case of damage during installation. Buyers should review all HOA restrictions and determine the impact of those restrictions, during the contingency period, if they intend to make changes including but not limited to those which involve adding solar energy systems onto common area roofs or adding special equipment for televisions and other electronic equipment. Another example is that HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets due to noise and other factors; however, reasonable accommodations must be made for assistance animals. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyers' intended purposes. Buyers should also determine whether or not the Property meets Buyers' subjective personal preferences, including the degree to which smoking is allowed. Buyers should keep in mind that HOA governing documents can change over time (by board action, the member approval process and/or court action) thus there is no guarantee that the Buyers' future intended uses will be allowed. See also **Paragraphs 39 and 40** regarding long-term and short-term rental issues.

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Many CID have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the CID, an Owner's remodeling or upgrade efforts, and/or the Owner's contents.

Occasionally issues arise in the purchase of property in a CID regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyers' vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyers personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyers and that those space(s) are acceptable for the Buyers' intended needs and uses of the Property. See also **Paragraph 52** re Sewer Line Inspection and Compliance if there is an HOA.

Sellers who have ever served on the HOA Board, may have access to information and documentation that is not provided by the HOA and/or which is deemed "confidential" or protected by an "attorney client privilege". Sellers should consult with their own qualified California real estate attorneys to determine how they will need to disclose that additional information; Brokers are not qualified to evaluate or investigate those legal issues.

Some cities, such as Berkeley, have enacted No Smoking Ordinances, banning smoking in common areas and units in multi-unit buildings (see **Paragraph 51**). The sale of a unit in a multi-unit building may need to include a disclosure in the contract regarding a local No Smoking Ordinance and renting some multi-unit residences may also require a provision in the lease or other rental agreement that it is a material breach for the Tenant or anyone else to smoke in the unit or common areas. Brokers are not qualified to evaluate or investigate this legal issue.

Real estate licensees are not obligated to inspect the common areas of the CID. Buyers should therefore investigate the general condition of the entire CID subject to the authorization of the HOA.

14. **PLASTIC PIPE:** Some builders in Alameda County used PEX water pipes in constructing homes. This type of pipe, manufactured under the name of KITEC®, has been alleged in a class action lawsuit to be faulty and a settlement of that lawsuit has been reached. Buyers should investigate whether or not there are any plastic pipes or fittings prior to removing their investigation contingency and investigate the current and future condition of those pipes. For additional information about this particular product and/or to learn more about the lawsuit, there is a website available at: http://www.kitecsettlement.com/faq.cfm. Buyers should also contact a qualified California real estate attorney to discuss any questions they may have regarding their ability to recover proceeds from this settlement.

15. **INSURANCE AND C.L.U.E. REPORTS OF INSURANCE CLAIMS:** As part of Buyers investigation into their ability to obtain homeowners' insurance coverage, Buyers should ascertain if their chosen insurance company will require certain retrofit repairs, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyers on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyers. Buyers should investigate these matters thoroughly prior to removing their investigation contingency.

    Standard real estate purchase agreement forms require Sellers to provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Natural Hazards Disclosure Statement ("NHDS") Reports had included a report used by insurance companies called C.L.U.E., but NHDS Reports no longer include those reports. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. For the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to: https://personalreports.lexisnexis.com/ and create an account that will enable the Sellers to order a

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C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also include in their purchase contract an obligation for Sellers to provide them a C.L.U.E. report.

16. **ONLINE PHOTOS, INFORMATION & CONSUMER PRIVACY:** Effective January 1, 2020, the California Consumer Privacy Act of 2018 ("CCPA") imposes new privacy obligations on certain types of businesses that collect "personal information" about California consumers. Not all individuals and/or entities with whom you interact during a real estate transaction are required to comply with the CCPA. For additional information, review the ***California Consumer Privacy Act Advisory*** created by the California Association of REALTORS®. Whether or not CCPA applies, photographs of the Property provided to the MLS and Brokers' websites may appear on other Brokers' sites as well as national data aggregation sites, including, but not limited to, Realtor.com, Zillow and Trulia. It is not possible for Brokers to remove photos from websites over which they have no control.

    Information regarding the Property and the neighborhood may exist online in various blogs, discussion boards, Nextdoor, Facebook pages, official neighborhood association and HOA sites. However, other unofficial sites written by third parties may also exist with postings about the community, people and properties. Some online sites offer viewers the opportunity to express opinions and air complaints. The information available on official and unofficial sites may consist of opinion, speculation, unfounded assertions and rumors, making it difficult to determine what is and what is not true. Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, any online information, even if they are using or have used those platforms to advertise goods or services. Sellers and real estate licensees are not obligated to verify, investigate, explain or remove commentary of third parties.

17. **PROBATE SALES AND COURT CONFIRMATION:** An executor or administrator (the "Representative") of a probate estate may sell estate property if it is in the best interests of the estate to do so. The sale of estate real property is typically subject to Probate Court Confirmation. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary.

    Probate property is always sold "As-Is" and certain standard disclosure forms, such as the Real Estate Transfer Disclosure Statement, are not required. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property.

    If Court Confirmation is required and is subject to open competitive bidding (which is true in probate, conservatorship, guardianship, receivership or bankruptcy sales), it is strongly recommended that Buyers personally appear in Court when their offer is scheduled for confirmation. Buyers should understand that in most sales requiring Court Confirmation, the Property may continue to be marketed and that their broker and others may represent other competitive bidders prior to and at the Court Confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids, including whether initial deposits need to be in a certain amount or whether an over-bid needs to be a specific percentage above the original offer. Any questions regarding the specific rules for the Court where the confirmation hearing is to be held should be directed to the clerk of that Court. It is also strongly recommended that Buyers consult a real estate attorney who is knowledgeable about Court Confirmation sales since real estate brokers/agents are not qualified to provide legal advice.

18. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify in the TDS that the Property has (or will have prior to Close of Escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards, including installation of alarms with 10-year batteries in all bedrooms before finalizing any permitted contracting work costing $1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliances, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building.

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19. **WATER HEATERS:** Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.

20. **ANIMALS:** The past or present existence of animals anywhere on the property may be a red flag of damage or other problems. Animal urine and feces can damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components. Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted, or other requirements such as spaying or neutering. Buyers should investigate whether Homeowner and Common Interest Associations have imposed restrictions on animals. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

    California is home to a wide variety of animals, birds, reptiles and insect life, including but not limited to ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the Property. Proximity to rural or open space areas increases the likelihood of this problem. Buyers should investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period.

21. **ARCHITECTURAL AND CONSTRUCTION PLANS:** Property Owners often have architectural/ construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers's contracts with the architect specify that the plans remain the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly for authorization to use that material.

C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES

22. **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.

23. **EXPANSIVE SOILS:** Some parts of Alameda County have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.

24. **HIGH WATER TABLES:** Some parts of Alameda County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high-water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

    Some real property in Alameda suffers from drainage and soils issues, which can lead to settlement affecting the structural integrity of the property. Occasional heavy rains, high water tables, and variations in yard elevations, can also cause standing water and poor drainage. Buyers should consult with appropriate experts regarding any concerns. Buyers are also referred to the City of Alameda at (510) 747-4700.

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

Reports from Natural Hazard Disclosure (NHD) companies may not contain all information from all sources regarding the Property and surrounding conditions and cannot be relied on for all information regarding natural hazards which may affect the Property. Brokers recommend that Buyers have any Property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.

25. **WET WEATHER CONDITIONS:** At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire.

26. **CLIMATE CONDITIONS:** The Alameda area exhibits several micro climates. Buyers are advised that these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. In particular, properties located near sources of water, such as the Bay, rivers and streams may require additional, more thorough maintenance. Buyers are advised to fully investigate these conditions and to determine for themselves the cost of any increased maintenance and repairs that may be needed for any Property located in these areas.

27. **PERMIT ISSUES**: An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. One such example would be where a second living unit (an accessory dwelling unit "ADU") is being rented by the Seller but the required permit was not obtained for this ADU. In some cities, there may be a lower standard applied in those circumstances where the property Owner is obtaining the permits, as opposed to a contractor doing so. Obtaining and finalizing permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples include but are not limited to water conserving plumbing fixtures and safety devices to prevent drowning of small children in pools and spas. See **Paragraphs 34 and 35**.

    Permit inspection periods in the City of Alameda can take at least two or more weeks to be completed. To prevent any delays to escrow and prevent any possible monetary loss, plan accordingly for the automatic gas shutoff valve requirement, EBMUD PSL testing, etc. signoffs. For more information, contact the Alameda Community Development Department (510) 747-6800.

28. **NONCONFORMING USES, ROOMS, ALTERATIONS OR ADDITIONS:** Any rooms, alterations or additions to the Property which were done without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit and construction costs, and other expenses to bring into conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current Owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

    While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to Seller's Ownership of the Property. Real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. Thus, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building

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inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing the investigation and inspection contingencies.

29. **BALCONIES/DECKS INSPECTION AND RETROFIT REQUIREMENTS:** Effective January 1, 2019, state law requires an Owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the Owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any investigation contingency.

    Recent legislation extended the deadline for inspections of wooden balconies and other Elevated Elements for buildings with 3 or more multifamily dwelling units from January 1, 2025, to January 1, 2026. However, there is no extension of the deadline for wooden balcony inspections for condominium projects which remains January 1, 2025.

30. **SEISMIC RETROFITTING/SOFT-STORY BUILDINGS**: Some cities, such as Oakland, are in the process of enacting strict seismic retrofit requirements to minimize significant property damage and loss of life in the event of an earthquake, while other jurisdictions, such as the City of Alameda, are maintaining lists of potentially unsafe properties. One type of structure that is prone to substantial earthquake damage is a multi-story wood-frame building supported by slim columns with garages or storefronts underneath; many of these structures collapsed in the 1989 Loma Prieta earthquake. All soft-story buildings may need to be upgraded, not as a condition of sale but over time. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as licensed professionals regarding the stability of soft-story buildings prior to removing any investigation contingency. Buyers are also encouraged to review the state pamphlet ***The Homeowner's Guide to Earthquake Safety;*** Brokers have no expertise in determining structural integrity or the need for any retrofitting.

31. **HISTORIC RESOURCES:** Some towns, including Fremont, Pleasanton and Union City, have enacted ordinances to preserve and protect certain properties or areas that have been deemed to be of historical significance. Real estate brokers are not qualified to identify the legal or practical effect of any historic designation. Buyers should investigate these issues with the local planning department.'

32. **UNDERGROUND UTILITIES:** Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set-up costs for the individual homeowners. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company ("PG&E").

33. **CRIME: C**rime is a fact of urban life and some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time; the incidence of various types of criminal activity may also increase or decrease. Local law enforcement may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the news while others are ignored by the media. Because of the ever-changing information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property by any means

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including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their investigation contingency.

34. **WATER-CONSERVING PLUMBING FIXTURES:** Existing law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are "noncompliant" by certain dates, as discussed here. A **noncompliant plumbing fixture** means: (1) any toilet manufactured to use more than 1.6 gallons of water per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet thatemits more than 2.2 gallons of water per minute. There are various dates for compliance:

    SINGLE-FAMILY RESIDENCES: Under this law, a condo, even a single condo occupied by only one family, is not a single-family residential property. As of **January 1, 2017, all single-family residences built prior to January 1, 1994 must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.**

    Sellers must disclose to Buyers, in either the Seller Property Questionnaire (SPQ) or the Exempt Seller Disclosure (ESD) form, if Sellers are aware of whether the Property has any noncompliant plumbing fixtures. If a Seller answers "No" to that question, Buyers should not assume that the Property is fully compliant since the "No" response may merely mean that Seller is unaware or is uncertain as to whether or not any such fixtures are noncompliant. For this reason, as a part of their property inspection of Properties subject to this law, Buyers are urged to have all plumbing fixtures inspected by a qualified professional to determine whether all plumbing fixtures are actually compliant with this law.

    Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of the water-conserving plumbing fixtures retrofit.

    MULTI-FAMILY AND COMMERCIAL PROPERTIES: All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures. Sellers will need to disclose to the prospective Buyer if Seller is aware of the existence of any noncompliant plumbing fixtures at the property.

    For rental property, compliant plumbing fixtures shall be installed and operating at manufacturer's rated water consumption at the time a tenant takes possession.

35. **POOL AND SPA SAFETY:** Commencing January 1, 2018, all home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. Neither home inspectors nor Buyers and Sellers can agree to waive this requirement if there is a home inspection report but the new law does not obligate Sellers or Buyers to obtain a home inspection report. Real estate professionals are not obligated to and are not qualified to determine if the Property meets current safety requirements.

    Although it is important to have appropriate safety measures in place to prevent drowning of small children, this law is not a retrofit requirement that must be completed as a condition of sale. At the time that a single-family residence is altered or improved, the installation of 2 pool/spa safety features must be a condition of final permit approval. Therefore, Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features.

36. **GARAGE DOOR SAFETY REQUIREMENTS**: Effective July 1, 2019, in addition to existing safety standards regarding automatic reversing device standards, all new automatic garage doors openers sold or installed in California must have a battery-operated back-up system to function during electrical outages.

37. **REAL PROPERTY TAXES, ASSESSMENT DISTRICTS AND VACANT LAND:** The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyers; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien on the Property.

    Some cities, such as Oakland, have imposed and others are contemplating imposing an annual tax on vacant

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property. Vacant land and developments are subject to imposition of different fees in different jurisdictions, usually based upon the type of vacant property and/or the length of time the land is left vacant. Unpaid fees can become a lien on the property. Buyers should determine the extent of any unpaid fees and other restrictions by contacting the relevant jurisdiction because Sellers may not be aware of all taxes and/or liens. Real estate brokers and agents are not qualified to make these determinations.

38. **RENTAL PROPERTY: RENT CAPS & JUST CAUSE EVICTION:** Effective January 1, 2020, with certain exemptions, California law limits the amount of rent increases that can be made by Landlords during any 12 month period of time and establishes "Just Cause" requirements for evicting Tenants who have continuously and lawfully occupied the Property for 12 months or more. This state law establishes criteria and procedures for At-Fault Just Cause Evictions, No-Fault Just Cause Evictions as well as Tenant payments for No-Fault Just Cause Evictions. Existing and future local ordinances may also apply to the frequency and amount of any rent increases as well as the ability to evict Tenants depending upon whether or not the local law is more restrictive on the Landlord than the state law.

    Effective July 1, 2020, Landlords must disclose, in writing, to all Tenants, whether the Property is exempt from the Rent Cap and Just Cause Eviction requirements. Although renting out a single-family home is generally exempt from local rent control measures under state law, renting out individual rooms in a single-family home to different Tenants is not exempt from local rent control and eviction ordinances.

    Multiple jurisdictions in Alameda County have enacted their own ordinances controlling the ability of property Owners to increase rents, evict tenants and the degree to which the Tenant must be compensated for their relocation expenses. Brokers cannot determine whether local ordinances or state regulations will or will not apply to any given Property or apply to any given Tenant. Therefore, if property Owners have questions regarding these issues, they should consult with an Attorney who specializes in Landlord-Tenant law in Alameda County. In particular, Sellers and Buyers of tenant-occupied property should consult with their own Local Landlord-Tenant Attorney to determine the legal viability of entering into an agreement that the Property shall be vacant prior to, or at any time on or after the Close of Escrow.

39. **GENERAL RENTAL PROPERTY ISSUES AND FAIR HOUSING:** Landlords must provide Tenants with various state and local disclosures and advisories and comply with all other regulations. Landlord noticing requirements include, but are not limited to, disclosing if the Property is exempt from rent control (**see Paragraph 38**), notifying potential and actual Tenants of any local No-Smoking Ordinance (see **Paragraph 51**) providing all Tenants with a statutory flood hazard disclosure and a bedbug notice. Landlords must also comply with other regulations, such as eradicating bedbugs, to make the property safe for habitation.

    Buyers intending to use some or all of a Property for rental purposes should investigate all rental property issues with appropriate governmental authorities, the relevant HOAs, and a Local Landlord-Tenant Attorney during Buyers' inspection/investigation contingency period, if any. Brokers are not qualified to provide legal advice and they are not qualified to determine which Landlord-Tenant laws apply to any given Property or Tenancy.

    The California Department of Fair Employment and Housing ("DFEH") has issued regulations that became effective on January 20, 2020 for housing providers, Landlords and property managers which expand the categories of protected classes or "bases". For example, Landlords cannot discriminate against a prospective Tenant based upon their source of income, including, but not limited to, Tenants who get Section 8 or other types of government housing choice vouchers. The Fair Housing Laws also limit use of criminal records in the Tenant selection process. The blanket use of criminal records to refuse to rent can be a Fair Housing violation under state law and some jurisdictions prohibit a Landlord from running a criminal background check on prospective Tenants, such as the City of Oakland under their Fair Chance Housing Ordinance. It is important to recognize that illegal Discrimination does not have to be intentional to constitute a violation of the Fair Housing Laws if it results in a "disparate impact" on people in any of the protected bases. Landlords are urged to consult with a local Landlord Tenant Attorney regarding the criteria that can legally be used in the Tenant selection process.

    When rental properties are offered to the public, the Owner and real estate agent must act in compliance with all federal and state Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential Tenants with Assistance Animals (defined in California as including both service animals and support

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animals). Landlords are required to provide a "reasonable accommodation" for Tenants with disabilities; reasonable accommodations include allowing the Tenant to occupy the rented residence with an Assistance Animal regardless of any "no pet" policy that may otherwise apply. The Landlord may not charge a "pet deposit" or otherwise charge the Tenant for having an Assistance Animal in any manner that is different from a Tenant without such an animal. Any Owner renting their property should consult with a local Landlord-Tenant Attorney who specializes in Fair Housing issues for advice on any matters related to Fair Housing and Assistance Animals.

State law prohibits Landlords from refusing to rent to Tenants who intend to operate a day care facility; a residence with up to 14 children is deemed to be a legitimate residential use. State law also prohibits Landlords/Housing Providers from discriminating against Tenants on the basis of their source of income, such as "Section 8", the informal name for the federal housing choice voucher program administered by HUD.

Several HOAs already have or are considering imposing restrictions on new Owners who intend to rent out some or all of their Property which may differ from rules for existing Owners in an effort to limit the percentage of non-Owner-occupied units which can impact the ability to obtain financing.

Although state law encourages construction of secondary housing units (an accessory dwelling unit "ADU" or "in-law unit") and prohibits HOAs from unreasonably restricting building an ADU on an Owner's separate interest, the ability to construct those units and/or to rent those units to Tenants is still subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the financial and legal feasibility of those improvements and uses with appropriate experts during Buyers' inspection contingency period, if any. Brokers are not qualified to make those determinations.

Buyers who intend to use some portion or all of the Property for any type of rental purposes should contact the relevant City or County to ascertain all governmental requirements that impact the ability to use the Property for rental purposes, including. but not limited to, rent control and eviction requirements, any special permits, business taxes and licenses to use a property for rental purposes, inspections, retrofit or disclosure obligations, prior to removing any inspection contingencies. See, for example, **Paragraphs 27, 29, 34, 38 and 49.**

40. SHORT-TERM AND VACATION RENTALS: With the increased popularity of short-term and vacation rental services and websites such as Airbnb and VBRO, various local governmental entities and homeowner associations ("HOA") have enacted, or are considering enacting, regulations on the ability of Owners to rent out some portion or all of their property on either a short-term or long-term basis. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. Renting out one's property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&Rs"). In some areas, the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&Rs and/or requires approval of a home occupation permit from the local governmental entity.

Neither Sellers nor Brokers can predict if, or when, any jurisdiction or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using some portion of or all of their property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the Close of Escrow.

41. PUBLIC SERVICES: Public services (schools, fire, law enforcement, emergency response, etc.) may have been impacted by financial difficulties which can lead to changes in the level of service. In addition, each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, Brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. If Buyers have any concerns regarding the quality and/or financial viability of public services, Buyers should investigate to their satisfaction prior to removing any applicable contingencies.

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42. **NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** The Real Estate Transfer Disclosure Statement ("TDS") requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one-year warranty from the Builder and Builders may provide "enhanced protection agreements" which may extend the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the eventof a claim against the Builder. Sellers who have questions about how to answer this TDS question should consultwith a California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to provide advice on these matters.

43. **PRIVATE ROADS:** If the property is assessed or affected by a private road that is shared with one or more other properties, Buyers need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that "the cost shall be shared proportionately to the use made of the easement by each Owner." Buyers should contact city/county officials and/or their attorney to evaluate their potential responsibilities.

44. **MARIJUANA (CANNABIS):** Effective January 1, 2018**,** California has legalized certain uses of cannabis; however, this new statewide law requires local cities and counties to enact their own regulations regarding where cannabis can be used as well as the requirements for the issuance of permits and licenses prior to anyone cultivating, distributing and/or selling cannabis. Those regulations may include but are not limited to an inspection of the property and/or a determination as to the availability of water and other resources to grow cannabis. However, there are still federal laws which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California is still possible.

    If Buyers are intending to purchase property that has been used for cultivation, distribution and/or sale of cannabis or if Buyers are intending to purchase property for those same purposes, Buyer should consult with a local, qualified California real estate attorney who has expertise in this area of the law. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent. Brokers are not qualified to make any determinations regarding these issues.

    State law allows Landlords to prohibit/regulate smoking of marijuana in or on the Landlord's property as well as to allow Landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose. Some HOAs may impose their own restrictions on these activities as well. **Thus, simply because the state has legalized cannabis should not be interpreted as eliminating any local restrictions on the cultivation, distribution, selling and/or use of cannabis**.

45. **COMMUNICATION SERVICES & DEVICES:** The availability of communication services differs throughout the state and can vary by neighborhood. The quality of those services is a subjective issue due to people's individual preferences and uses. The quality and range of cell phone reception that a Buyer's current carrier provides may not be as good (or even available) at the Property; Buyers need to evaluate that issue for themselves. Buyers should also investigate the availability of any desired type of television service (e.g., cable, satellite) and the quality of reception. The availability, speed, quality and cost of internet access and service should also be investigated to determine that Buyers' intended uses are feasible. Asking if a Seller has had any problems with the current internet service (including, but not limited to, any issues with the speed of downloading and uploading data), is not necessarily the best means of predicting whether the Buyer will be satisfied with the internet service. Prior to Buyer's removal of their investigation contingency, Buyers should contact the internet service provider to determine if the current service will be adequate for Buyer's intended usage and/or the cost of installing a service that will better meet the Buyers' needs. Brokers cannot and will not investigate or verify the availability, quality or cost of any communication services or devices.

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

D. COUNTY AND CITY ADVISORIES

46. **NOISE FROM TRANSPORTATION SYSTEMS:** There are several airports in and around Alameda County that may create a certain level of noise and have flight patterns that are subject to change. For more information on a particular airport contact:

- Livermore Airport, 636 Terminal Cir., Livermore, CA (925) 960-8220
- 63CN Livermore, CA (925) 606-1536
- Hayward Executive Airport, 20301 Skywest Dr., Hayward, CA (510) 293-8678
- Little Hands Airport, 18320 Bollinger Canyon Rd., San Ramon, CA (415) 837-8981
- Oakland International Airport, 1 Airport Dr., Oakland, CA (510) 563-3300

There are several commuter and freight rail lines (including but not limited to BART) that run through both the incorporated and unincorporated parts of Alameda County. Buyers need to assess for themselves whether or not the level of noise is personally satisfactory during the investigation contingency period.

47. **SAN FRANCISCO BAY REGULATIONS:** The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes, may be subject to the jurisdiction of the BCDC which may limit building, and impose other requirements on property Owners. Buyers of such property are urged to contact BCDC at (415) 352-3600.

48. **FLOOD BENEFIT ASSESSMENT:** The Alameda County Flood Control and Water Conservation District levies benefit assessments to help finance flood control operations. These assessments are proportionate to the runoff from each parcel of land. The program applies to all of Alameda County with the exception of the Cities of Albany, Berkeley, Alameda, Piedmont, and the Zone 7 area east of the hills (Livermore-Amador Valley). For more information, contact the Assessor's Office: (510) 272-3787.

49. **SPARK ARRESTORS**: As of the date of this Advisory, the cities of Dublin and Pleasanton have enacted ordinances requiring that properties with fireplaces be fitted with spark arrestors at the time of a sale. Dublin also requires that Seller deliver to Buyer a written statement indicating that the Seller is in compliance with the ordinance. (Dublin Ord. 37-87 § 1 (b)) Other cities may also enact such ordinances. For more information on a particular city's requirements, contact the local Building Department or Fire Chief.

50. **RESIDENTIAL RENTAL UNIT FEE:** Various cities and municipalities charge Landlords a "residential Rental Unit Annual Business Tax License Fee and/or Rental Program Fee. The County and/or other cities may enact comparable requirements. The fee may be imposed after escrow closes and the amount or calculation of these fees can change. Please contact the city in which your rental property is located to determine if such fees are charged and for the most current list of such fees since fees are subject to change at any time.

51. **HVAC/DUCTING:** The California Energy Commission issued New Duct Sealing Requirements in 2005. Depending upon certain conditions and the Property location, if a central air conditioner or furnace was installed or replaced after October 1, 2005, the ducts must be tested for leakage. If the ducts leak 15% or more, then repairs must be made to seal the ducts. Additional testing may then be required to verify that the work was done properly. It is strongly recommended that all of this work be done by licensed contractors who should obtain all required permits. Only a contractor who has specialized knowledge regarding HVAC systems can determine whether or not the ducts must be sealed. While portions of Alameda are exempt from this requirement, only a review of the official map of the California Energy Commission can determine whether a particular property is exempt. **See Map for applicable Climate Zones at:** https://www.energy.ca.gov/maps/renewable/building_climate_zones.html.

52. **NO SMOKING ORDINANCES**: To protect public health, guarantee the right of nonsmokers to breath smoke-free air, and to protect the environment, Alameda County and some cities, such as Alameda, Berkeley and Pleasanton, have enacted "No Smoking Ordinances" banning smoking in some or all public places and/or in multi-unit residences (usually defined as being more than 1 unit which is a personal dwelling space whether or not there are cooking facilities, such as renting out a room in a home). In the unincorporated areas of Alameda County (Ashland, Cherryland, Fairview, Hayward Acres, Castro Valley and San Lorenzo), smoking is prohibited

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

inside multi-unit residences, in common areas and within 25 feet of any doorway, window, vent or other opening into a residence; tenants can be fined by the County's Community Development Agency ("**CDC**") after 3 CDC warnings and, after 3 CDC fines, tenants may be subject to eviction. Other local ordinances may require that disclosures about this issue must be included in purchase contracts and/or leases. These ordinances may change over time and more cities may enact their own requirements. Brokers have no expertise on these issues and Buyers should investigate the effect of "no smoking ordinances" on their intended use of the Property.

53. SEWER LINE INSPECTION AND COMPLIANCE:

NOTE: Private sewer lateral ("PSL") inspection and testing involves only the section from the building to the public sewer main that is usually in the street. Inspections to, and repairs of, PSL's do not cover other sewer lines in or under the property which are not a part of the PSL itself. These areas would need to be the subject of a separate inspection if desired and requested by Buyer. If the property is not serviced by EBMUD, contact the relevant wastewater entity.

a. EAST BAY MUNICIPAL UTILITY DISTRICT ("EBMUD"): The EBMUD Wastewater Control Ordinance requires property Owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their PSL's are without defects and have proper connections. The ordinance specifies three conditions which require property Owners to test and, if needed, repair or replace their private sewer laterals: (1) prior to selling the property; or (2) when obtaining any permit for the construction or modification of the property estimated to be greater than $100,000; or (3) when increasing or decreasing the water meter size.

A property is exempt if the PSL is less than 10 years old and was fully replaced before August 2011, and the Owner provides evidence of the replacement work and date performed.

Responsibility for repairs can be negotiated between Buyer and Seller. If repairs cannot be completed prior to Close of Escrow, a property Owner may apply to EBMUD for a 180-day Temporary Waiver and pay a fee.

Vacant Land: As part of the sale of vacant land within EBMUD with NO sewer lateral, an exemption certificate must be filed. However, for vacant land that HAS an old sewer lateral (such as a fire lot in the Oakland Hills):

i. At point of sale, Buyer would need to file for the 180-day compliance extension.
ii. Buyer would then need to make the decision as to how soon they will be building on the property.
iii. If building immediately, compliance may be delayed as part of the building and permit process.
iv. If not building immediately, Buyer would need to abandon or disconnect the sewer lateral from the main and obtain a certificate of abandonment from EBMUD.

For detailed and current information on a Property's compliance status, and the inspection, repair, temporary waiver and/or certification process, Sellers and Buyers are urged to go to the EBMUD/PSL site or contact the local municipality that controls the Private Sewer Lateral ordinance for the Property. Most municipalities that control the Sewer Lateral ordinance follow the guidelines set by EBMUD. For more information on the inspection, repair, temporary waiver and/or certification process, contact EBMUD or view the information online at http://www.eastbaypsl.com/eastbaypsl/.

b. CONDOMINIUMS AND CID'S DEFERRED: (For Cities such as Alameda, Albany, El Cerrito, Emeryville, Kensington, Oakland, Piedmont, Richmond Annex and possibly others) Condominiums and other Common Interest Developments with a Homeowners' Association ("HOA") were generally excluded from bringing PSLs into compliance, whether using individual or shared sewer laterals, and had until July 12, 2021 to comply BUT ONLY if the HOA was built before July 12, 2021 and the HOA is legally responsible for maintaining the sewer laterals (the HOA has not filed an appropriate notification of non-responsibility). HOAs built after July 12, 2019, have a 24-month deferral period from date of completion to be in compliance, There are several exceptions:

- Any Common Interest Development without an HOA does NOT have a deferral for Sewer Lateral compliance.
- If the Homeowner is legally responsible for maintaining the Sewer Lateral, compliance is NOT deferred.
- If the Homeowner is responsible for the Sewer Lateral associated with their unit and the HOA is responsible for any shared laterals, there may be NO deferral for the Sewer lateral associated with the individual unit.

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Prospective Buyers should contact the HOA directly to determine responsibility for the Sewer Laterals, whether the appropriate Notice of Responsibility has been filed with EBMUD for each unit sold, and whether adequate reserves are available to make any necessary repairs. Brokers cannot make this determination for you.

54. **REAL ESTATE DEVELOPER AND REHABILITATION OF REAL ESTATE:** Every person in Alameda County engaged in the business of developing or rehabilitating and selling real property in which said person has equity, interest or title, and not specifically taxed by Section 3.04.350 or other provisions of this chapter, shall pay a business tax which is calculated based upon permit value used for building permits within the unincorporated areas of the county. These taxes are subject to change at any time. For more information, visit: Real Estate Rehabilitation Ordinance.

55. **SIDEWALK REPAIR PROGRAMS: The Alameda County Sidewalk Repair Program currently only applies to single-family residential units in the following communities within County Planning Area 2: Ashland, Castro Valley/Fairmont, Cherryland, Unincorporated Hayward/Fairview, and San Lorenzo/Royal Sunset.** Funded through Measure B, this program currently reimburses 50% of the sidewalk repair cost per property (up to a maximum of $750) for sidewalk-related repairs to the frontage of a single-family dwelling Homeowners residing in San Lorenzo may be eligible for additional assistance through Redevelopment funds, however the costs are subject to change at any time. For more information contact the Public Works Agency: (510) 670-5500.

Some cities, such Berkeley and Piedmont, have their own sidewalk repair or inspection requirements. See **Paragraphs 56a and 60b** below Effective July 9, 2019, Oakland, has enacted a Sidewalk Repair Ordinance which is a governmental retrofit requirement that is a condition of sale. For more information about the Oakland Sidewalk Repair Ordinance, Sellers and Buyers are encouraged to carefully review the Bridge Association of REALTORS® ***Advisory Regarding the City of Oakland Point of Sale Sidewalk Repair Ordinance.*** The City of Oakland's information can also be accessed online at https://www.oaklandca.gov/Public-Safety-Streets/Streets/Sidewalks/Sidewalk-Permit-Certification/Sidewalk-Certification-FAQ

56. **ALAMEDA CITY ORDINANCES AND DISCLOSURES:**

a. SECONDHAND SMOKE ORDINANCE: The City of Alameda limits exposure to secondhand smoke in places of employment, public places and multi-unit housing (defined as two or more units). Smoking is prohibited inside the units of all rental and common interest complexes (condos, co-ops, PUDs). Additional information is available from the City of Alameda at (510) 747-4700 or online at: https://www.alamedaca.gov/RESIDENTS/Secondhand-Smoke-Ordinance.

b. BUILDINGS CONSTRUCTED PRIOR TO 1942 AND/OR DESIGNATED HISTORICAL SITES: Any Property constructed prior to 1942, as determined by City of Alameda records, may not be demolished or removed without the approval of the Historical Advisory Board. Further, some properties have been deemed to have historical merit and have been placed on the Historical Building Study List. Restrictions on modifications or repairs to these properties can apply. For more information, contact City of Alameda Community Development Department at (510) 747-6850, or Buyers may consult with a property historian.

c. SOFT STORY ORDINANCE: Multi-unit residential apartment and condominium buildings with five (5) or more residential units, containing a soft, weak, or open front ground floor, may be designated as potentially hazardous in the event of an earthquake. The City of Alameda has identified and maintains a list of such properties. Buyers should contact the City of Alameda Community Development Department to determine if the property is on the Soft Story list and what further action is required. For more information contact the City of Alameda Community Development Department at (510) 747-6850. It is recommended that Buyers investigate the status of permitting and zoning with the City of Alameda Community Development Department, (510) 747-6850.

d. BAY FARM ISLAND RECLAMATION DISTRICT: Homes located in Harbor Bay Isle may have fees assessed by the City of Alameda for maintenance. For more information, contact City of Alameda Community Development Department at (510) 747-6850.

e. LEASED LAND: Some properties located on the water are owned by the City of Alameda and leased to the Owners. The property Owners do not have Ownership rights to this property. Buyer is advised to review the title report to confirm whether any land is leased and contact the City of Alameda, Economic Development Division at

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(510) 747-6890.

f. ALAMEDA POINT AND PROXIMITY TO FORMER AND CURRENT MILITARY ORDNANCE LOCATIONS: Alameda Point and Coast Guard Facility at Coast Guard Island have been, or are currently, military ordnance locations (military training grounds which may contain explosives and/or hazardous wastes). For more information, contact the City of Alameda (510) 747-4700 or the United States Coast Guard at Coast Guard Island Administration at (510) 437-5371.

g. INDUSTRIAL ZONE: Most Alameda Property is located within one mile of an industrial zone. Such zones may create nuisances including, but not limited to, noise, debris and dust. Buyers are encouraged to investigate the neighborhood where the property is located. For more information, contact the City of Alameda Community Development Department at (510) 747-6850.

h. GAS SHUTOFF VALVES: The City of Alameda requires all buildings that have natural gas service shall have an automatic gas shutoff valve installed if either of the following situations exists: (a) the Property is being sold **OR** (b) The homeowner has been issued a permit for gas piping. For more information, contact City of Alameda Community Development Department at (510) 747-6850.

i. SCHOOLS: To determine the location of the public school a student maybe attending, contact the administrative offices of the Alameda Unified School District (510) 337-7000.

j. PARKING ADVISORY: Parking of vehicles both on and off street is governed by city code and/or homeowner's association rules and regulations. Parking could be restricted. Buyers should thoroughly review all documents related to parking. For more information contact the City of Alameda Community Development Department at (510)747-6850 and if applicable, the appropriate HOA.

k. BEDROOM DEFINITIONS: A property's number of bedrooms is subject to different and, at times, contradictory definitions. County tax records often indicate the number of bedrooms recorded in the county's tax assessor's office. Owners of a property may describe a room as a bedroom based on how it is used or could be used. There is no statewide definition of a bedroom, but California Building Code provide minimum standards for"Sleeping Rooms." Discrepancies may be the result of an Owner performing work without permits. The City of Alameda's Community Development Department follows the California Building Code requirements. Buyers areadvised to consult with the City of Alameda Community Development Department at (510)747-6850.

l. PRIVATE SEWER LATERAL: The Alameda Sewer Lateral Ordinance adopted by the City of Alameda considers sewer laterals replaced between 1988 and July of 2012 as valid for 25 years. Sewer lateral tests during this period were valid for 7 years. After July 2012, The City of Alameda considers a sewer lateral replacement valid for 20 years and a test valid for 7 years. Effective January 1, 2015, properties in Alameda are subject to the EBMUD Regional Private Sewer Lateral Program. Information about how properties in Alameda County can comply with the Program is available at www.EastBayPSL.com .

57. BERKELEY REGULATIONS: In addition to the following, Buyers should review the City's ordinances, including, but not limited to, rent control/eviction requirements, taxes, permits and licenses, as part of their investigation contingency, if any. All of Berkeley's ordinances, codes and regulations can be viewed at the City's website at https://www.cityofberkeley.info or by contacting the City: 2120 Milvia Street, Berkeley CA 94704 T: 510/981-7440

a. BERKELEY SIDEWALK REPAIR PROGRAM: Since October 2011, the City of Berkeley splits the cost of sidewalk repair with homeowners 50/50 regardless of the cause of deterioration. Property Owners are responsible for the full amount of repair if the sidewalk was damaged due to (i) intentional acts of property Owner; (ii) property Owner replaces the sidewalk independent of the City's Sidewalk Repair Program; or (ii) the sidewalk is the result of a new development or redevelopment project. To determine if any sidewalk in Berkeley requires repair, the general rule is that any breaks of more than ¾ of an inch should be reported. For more information on the City of Berkeley's Sidewalk Repair Program go to: https://berkeleyca.gov/city-services/streets-sidewalks-sewers-and-utilities/sidewalk-repair

b. BERKELEY BUILDING ENERGY SAVING ORDINANCE (BESO): BESO requires building Owners and homeowners to complete comprehensive energy assessments to uncover energy saving opportunities. These assessments are conducted by registered energy assessors who provide detailed recommendations on how to save energy and link building Owners to incentives for energy efficiency upgrade projects. **Unless exempt, BESO**

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is required prior to sale of a house or whole building. Exemptions Include: Buildings 600 square feet, or less than 25,000 square feet and individually sold units withina larger building, such as an attached condominium. For details on how to comply with BESO, see the **Berkeley Purchase Agreement Addendum**.

c. BERKELEY RENTAL HOUSING SAFETY PROGRAM: Berkeley's Rental Housing Safety Program (RHSP) requires **all residential** rental property owners to perform an annual safety inspection using a RHSP Self-Certification Checklist **and to pay an annual fee.** Property owners must keep a copy **of the safety checklist** and share it with tenants. Properties may be randomly selected for a proactive inspection, and non-compliance can result in citations and fines. For more details and information on how to comply or **apply for an exemption** go to: https://berkeleyca.gov/doing-business/operating-berkeley/landlords/rental-housing-safety-program-rhsp

58. LIVERMORE REGULATIONS: A Report of Residential Building Records is required to be delivered to the buyer prior to the Close of Escrow. For more information about this requirement and other Livermore ordinances, go to the City's website: https://www.livermoreca.gov

59. MEADOW BROOK VILLAGE ASSOCIATION: The City of Fremont has issued a Notice and Order to Abate Nuisance with respect to the Meadow Brook Village Common Interest Development ("CID"). The City of Fremont has identified several categories of code enforcement issues that may raise fire, life and safety concerns with the structural components of the structures and individual units within that CID. The Meadow Brook Village Homeowners Association ("HOA") has identified additional issues with respect to underfunded reserve accounts, deferred maintenance of structures, equipment and services that are located within the common area; the HOA has imposed an Emergency Assessment Payment on all units and additional assessments may be imposed in the future.

Buyers are strongly encouraged to review all documents maintained by the City of Fremont regarding this CID and to carefully review all documentation maintained by the HOA regarding these issues. Additional documentation regarding past, current and future problems as well as the potential repairs and remedies, cost estimates and other documentation may be in the possession of the HOA Board of Directors, the Developer, construction personnel and/or attorneys retained by the various parties involved in the development, construction and/or repair of the CID. Brokers have not and cannot investigate any or all off-site sources of potentially critical information. Brokers have not and will not verify the information in any documents provided to Buyers by anyone including but not limited to the Seller, the City of Fremont and/or by the HOA or its Board of Directors. Buyers should consider retaining their own construction and engineering experts to evaluate the CID and any unit in the CID as part of their investigation contingency, if any. Buyers who have any questions regarding the legal duties, rights and obligations of anyone who is or who may be involved in the issues described in **Paragraph 57** should consult with their own qualified California real estate attorney.

60. OAKLAND REGULATIONS: In addition to the following, the City of Oakland has enacted hundreds of regulations, some of which relate toproperty ownership and/or the ability to rent out some or all of a property. Oakland's regulations, taxes, licenses and fees may or may not apply to your particular property; nonetheless, Buyers should review the City's ordinances as part of their investigation contingency, if any. A complete list of Oakland's ordinances, codes and regulations can be viewed at the City's website at: https://www.oaklandca.gov/ or by contacting Oakland's Officeof the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, CA 94612, (510) 238-3611.

a. DEFAULTED OR FORECLOSED PROPERTY PROGRAMS: Previously defaulted or foreclosed 1–4 unit residential properties purchased as an investment may be subject to specific City regulations, including inspection, registration, maintenance, and rehabilitation requirements. Buyers are encouraged to review any prior inspection records and verify compliance status, as requirements can vary depending on one or more applicable programs. For more information, see:

- Investor-Owned Residential Property Inspection and Rehabilitation Program: https://www.oaklandca.gov/services/register-for-investor-owned-residential-property-inspection-and-rehabilitation-program
- Foreclosed and Defaulted Residential Properties Inspection and Maintenance Program: https://www.oaklandca.gov/services/register-foreclosed-defaulted-residential-property

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61. **PIEDMONT CITY ORDINANCES:** In addition to the following, the City of Piedmont has enacted various ordinances. Buyers should review all relevant Piedmont requirements on the City's website at: http://www.ci.piedmont.ca.us/ or by contacting the City at 120 Vista Avenue, Piedmont, CA 94611 Tel: 510/420-3040

a. OPEN PERMITS AND NON-PERMITTED CONSTRUCTION: The City of Piedmont maintains a "House File" for every Piedmont residence. While the City does not verify or guarantee the accuracy of the information contained in their files, Buyers of any Piedmont residence are encouraged to review the entire file during the Buyers' investigation contingency period, if any, to determine what existing work on the Property was done with or without permits and whether the permits are still "open." To review the House File and/or request a Permit History, Buyers should go to the Department of Public Works, 120 Vista Avenue, Piedmont. Further information can be obtained by contacting the Piedmont Department of Public Works at (510) 420-3050.No New Permits will be issued for construction, repair or remodeling on the property if any historical permits are still open. For general information about permits and non-permitted construction see **Paragraphs 27 and 28** above.

NOTE: Any Non-Permitted work at any time in the history of the property, and discovered by a City Official, likely will result in a Demand for Compliance by the Public Works Department **regardless of when the Non-Permitted work was completed. The City Council can impose fines of up to $1,000 per day up to a total fine of $100,000 until the Property is brought into compliance. Buyers are encouraged to independently determine if there is any unapproved construction. Buyers should also investigate the availability of a retroactive permit compliance process. To determine if there is any unapproved construction, review the and request a permit history.**

b. SIDEWALK INSPECTION ORDINANCE: A City inspection of the condition of the sidewalk is triggered by a permit application, or an aggregate of permit applications in any year of $5,000 or more, or upon sale of real property. If the sidewalks for a property are deemed in need of repair, the homeowner has two choices:

i. **Hire a C-8 contractor licensed to work within the City of Piedmont or**
ii. **Pay the City on a per square foot basis to have a City Contractor repair the damaged sidewalk.**

Failure to comply with this ordinance would result in the City of Piedmont performing repairs, billing the current homeowner, and placing a lien against the property.

E. SOURCES OF GENERAL INFORMATION:

CITY OF ALAMEDA: https://www.AlamedaCA.gov
2263 Santa Clara Ave, Room 380 Alameda, CA 94501 Tel: 510/747-4800
Alameda Rent Stabilization: https://www.alamedarentprogram.org/Home
Police https://alamedaca.gov/police Tel: 510/337-8340

CITY OF ALBANY: https://www.albanyca.org/
1000 San Pablo Ave, Albany CA 94706 Tel: 510/528-5710
Police https://www.alamedaca.gov/Departments/Police-Department Tel: 510/525-7300

CITY OF BERKELEY: https://www.cityofberkeley.info
2120 Milvia Street, Berkeley CA 94704 Tel: 510/981-7440

BERKELEY RENT CONTROL: https://www.cityofberkeley.info/rent/
2125 Milvia Street, Berkeley, CA 94704 Tel: 510/644-6128
BESO: https://www.cityofberkeley.info/beso/
Police https://www.cityofberkeley.info/police/ Tel: 510/981-5900

CITY OF EMERYVILLE: http://www.ci.emeryville.ca.us/
1333 Park Ave, Emeryville CA 94608 Tel: 510/596-4300
EMERYVILLE JUST-CAUSE ORDINANCE: http://www.ci.emeryville.ca.us/1127/Eviction-Harassment
Police http://www.ci.emeryville.ca.us/123/Police

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CITY OF OAKLAND: https://www.oaklandca.gov/ Tel: 510/596-3700
250 Frank Ogawa Plaza, Ste 5313, Oakland CA 94612 Tel: 510/238-3501
OAKLAND RENT CONTROL: https://www.oaklandca.gov/topics/rent-adjustment-program
250 Frank H. Ogawa Plaza, 5th Floor, Oakland CA 94612 Tel: 510/238-3721
Police https://www.oaklandca.gov/departments/police Tel: 510/777-3333

CITY OF PIEDMONT: http://www.ci.piedmont.ca.us/
120 Vista Avenue, Piedmont, CA 94611 Tel: 510/420-3040
Police http://www.ci.piedmont.ca.us/police/index.shtml Tel: 510/420-3000

CITY OF SAN LEANDRO: http://www.sanleandro.org
835 East 14th Street, San Leandro, CA 94577 Tel: 510/577-3200

CASTRO VALLEY SANITARY DISTRICT: http://www.cvsan.org/PSL
21040 Marshall Street, Castro Valley, CA 94546 Tel: 510/537-0757

STEGE SANITARY DISTRICT: https://www.stegesan.org/
7500 Schmidt Lane, El Cerrito CA 94530 Tel: 510/524-4668

WEST COUNTY WASTE WATER DISTRICT: https://www.wcwd.org/2910 Hilltop Drive, Richmond, CA 94806 Tel: 510/222-6700**Other areas in Alameda and Alameda counties**: https://www.acgov.org/uninc/

F. ATTORNEY AND ACCOUNTANT RECOMMENDATIONS:

In addition to the professional service providers Buyers will retain to inspect and analyze the property being purchased or sold, a situation may arise during the course of Buyers' purchase transaction that requires Buyers to either make an important decision or select a plan of action that could result in significant legal consequences and substantial impact on Buyers' personal finances. The most prudent and best plan is to identify a certified public accountant and real estate attorney in advance of the sale or purchase of the property so that Buyers and Sellers can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction. If a 1031 exchange is contemplated, also contact an exchange accommodator to discuss the proper method and timing of the exchange.

G. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- **Broker has not verified square footage, size of structures, acreage or boundary lines of the property; representations made by others; information received from public records, Seller or other third parties; information contained in inspection reports or in the Multiple Listing Service, or that has been copied therefrom; or statements in advertisements, flyers or other promotional material; or any other matters described in this Disclosures and Disclaimers Advisory; unless otherwise agreed in writing;**
- Broker does not guarantee, and shall not be responsible for, the labor or services or products provided by others to or on behalf of Buyers or Seller and does not guarantee, and shall not be responsible for, the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyers should pay or Sellers should accept;
- Brokers are not qualified to give legal, tax, insurance or title advice;
- Brokers lack professional expertise in the areas listed above, and do not verify the results of any inspections or guarantee the performance or reports of any inspection or professional services; and

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- **Buyers and Sellers are advised to investigate and choose their own service providers to conduct investigations and advise them on these and all matters related to the sale and purchase of real property. In these and all other matters referred to in this Disclosures and Disclaimers Advisory,**
- **Buyers and Sellers are advised to seek any desired assistance from appropriate qualified professionals. Nothing any real estate licensee may say will change the terms or effect of this Advisory.**

WIRE FRAUD SCAM ALERT

Recently there is a small but growing scheme in which Buyers and Sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from Buyer to Escrow, or to Seller for proceeds from Escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank.

DO NOT EVER WIRE FUNDS PRIOR TO CALLING THE ESCROW OFFICER AT THE NUMBER PREVIOUSLY PROVIDED TO YOU and confirming verbal wire transfer instructions before taking steps to have the funds transferred. If you have received questionable wiring instructions, notify your bank, real estate agent and the Escrow holder, as well as the FBI at https://www.fbi.gov/ and the Internet Crime Complaint Center at https://www.ic3.gov/.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL 23 PAGES OF THIS ALAMEDA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY WHICH CAN BE SIGNED IN COUNTERPART

Dated: _____ _____
Buyer

Dated: _____ _____
Buyer

Dated: 09/08/26 _____
Seller

Dated: _____ _____
Seller5

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Before Earthquake

Homeowner's Guide to Earthquake Safety

2005 Edition



Damage from magnitude 6.7 earthquake



Additional damage from aftershocks

Published by
The California
Seismic Safety
Commission

State of
California
Arnold
Schwarzenegger,
Governor

SSC No. 05-01

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

This 2005 Edition of the Homeowner's Guide to Earthquake Safety replaces the 2002 Edition on July 1, 2005.

Publishing Information

The Homeowner's Guide to Earthquake Safety was developed and published by the California Seismic Safety Commission. The guide was prepared for publication by the staff of The Collaborative for Disaster Mitigation, San Jose State University, One Washington Square, San Jose, CA 95192-0082. It was distributed under the provisions of the Library Distribution Act and Government Code Section 11096.

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Legislation

This guide has been developed and adopted by the California Seismic Safety Commission as required by Assembly Bill 2959, authored by Assemblyman Johan Klehs (Chapter 1499, Statutes of 1990), and Assembly Bill 200, authored by Assemblyman Dominic Cortese (Chapter 699, Statutes of 1991).

Ordering Information

Copies of this booklet are available from the California Seismic Safety Commission, 1775 Creekside Oaks Drive, Suite 100, Sacramento, CA 95833. To order call (916) 263-5506 or download via our website at http://www.seismic.ca.gov/sscpub.htm

On the cover:

Taken in Coalinga, California, the pictures of this single family home show the destruction caused by the Coalinga Earthquake on May 2, 1983. The 6.7 magnitude earthquake inflicted severe damage to the unreinforced masonry porch, forcing the occupants to evacuate. Numerous aftershocks occurred within the next few days, causing portions of the already weakened structure to collapse.

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

CONTENTS

Page

INTRODUCTION.....1

Your Home and the Law.....2
Recommendations.....3
Summary of Major California Laws.....4
Property Tax and Insurance.....5
Examples of Damage to Single Family Homes.....6

EARTHQUAKE MAPS OF CALIFORNIA.....7

Damaging Earthquakes in California.....7
Major Earthquake Faults in California.....8
Simplified Earthquake Shaking Potential Map for California.....9

ADDITIONAL RESOURCES.....10

EARTHQUAKE WEAKNESSES.....11

Unbraced Water Heaters.....12
Home Not Anchored to Foundation.....14
Weak Cripple Walls.....16
Pier and Post Foundations.....18
Unreinforced Masonry Foundations.....20
Homes Built on Steep Hillsides.....22
Unreinforced Masonry Walls.....24
Rooms over Garages.....26

Page

OTHER EARTHQUAKE-RELATED CONCERNS.....28

Unreinforced Masonry Chimneys.....28
Foundations.....30
Homes with Unique Designs.....31

NATURAL GAS SAFETY.....32

GETTING THE WORK DONE.....34

GEOLOGIC HAZARDS.....36

WHAT TO DO *DURING* AN EARTHQUAKE.....39

WHAT TO DO *BEFORE* AN EARTHQUAKE.....40

WHAT TO DO *AFTER* AN EARTHQUAKE.....42

RESOURCE ORGANIZATIONS.....44

RESIDENTIAL EARTHQUAKE HAZARDS REPORT.....47

SAMPLE TAX EXCLUSION FORM.....49

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

ACKNOWLEDGMENTS

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The Commission gratefully acknowledges the assistance of the following:

American Red Cross
American Society of Home Inspectors
Association of Bay Area Governments
Building Education Center
California Association of Realtors
California Building Officials
California Council of the American Institute of Architects
California Geological Survey
California Real Estate Inspection Association
California Governor's Office of Emergency Services
City of Los Angeles
Earthquake Engineering Research Institute
Humboldt Earthquake Education Center
International Code Council
SBC
San Diego Association of Governments
Southern California Association of Governments
Southern California Association of Residential Retrofit Professions
Southern California Gas Company/Sempra
Structural Engineers Association of California
Committee on Earthquake Safety Issues for Gas Systems

Disclaimer: The effects, descriptions, recommendations, and suggestions included in this document are intended to improve earthquake preparedness; however, they do not guarantee the safety of an individual or a structure. The Seismic Safety Commission takes responsibility for the inclusion of material in this document. The State of California, the Seismic Safety Commission, and all contributors to this document do not assume liability for any injury, death, property damage, loss of revenue, or any other effect of an earthquake.

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INTRODUCTION

Earthquakes, especially major ones, are dangerous, inevitable, and a fact of life in California. Sooner or later another "big one" will occur.

Earthquakes:

- Occur without warning
- Can be deadly and extremely destructive
- Can occur at any time

As a current or potential owner of a home*, you should be very concerned about the potential danger to not only yourselves and your loved ones, but also to your property.

The major threats posed by earthquakes are bodily injuries and property damage, which can be considerable and even catastrophic.

Most of the property damage caused by earthquakes ends up being handled and paid for by the homeowner.

- Earthquakes have caused over $55 billion in losses in California since 1971.
- Large earthquakes in or near major urban centers in California will disrupt the local economy and can disrupt the economy of the entire State.

However, proper earthquake preparation of your home can:

- Save lives
- Reduce injuries
- Reduce property damage

As a homeowner, you can **significantly reduce** damage to your home by fixing a number of known and common weaknesses.

This Booklet is designed to assist you in filling out the Residential Earthquake Hazards Report *(See page 47)* when you sell your home.

This booklet is also a good start to begin strengthening your home against earthquake damage.

It describes:

- Common weaknesses that can result in your home being damaged by earthquakes, and
- Steps you can take to correct these weaknesses.

There are no guarantees of safety during earthquakes, but properly constructed and strengthened homes are far less likely to collapse or be damaged during earthquakes. The California Seismic Safety Commission advises you to act on the suggestions outlined in this booklet and make yourself, your family, and your home safer.

*For the purpose of this document, "home" includes single family residences, duplexes, triplexes, and fourplexes.

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YOUR HOME AND THE LAW

California State Law requires the seller to:

- Inform the buyer about known home weaknesses (*See Earthquake Weaknesses, beginning on page 11*).
- Strap the water heater, reducing the chance of it falling during an earthquake and possibly causing gas and water lines to break.
- Deliver a copy of this booklet to the buyer if the home was built before 1960 *(Your real estate agent is required to give the seller a copy of this booklet)*.
- Deliver to buyers a Natural Hazards Disclosure form *(See page 4)*. The disclosure will tell buyers whether the home is in an Earthquake Fault Zone or in a Seismic Hazard Zone *(See page 38)*
- Complete the *Residential Earthquake Hazards Report*, to be provided to the buyer *(See page 47).*

California State Law does not require the seller to:

- Hire someone to evaluate your home.
- Strengthen your home before selling it.

This Booklet:

- Describes the most common weaknesses that can cause damage to homes, in the event of an earthquake.
- Enables the seller to meet the State Law requiring this booklet be given to every buyer of homes built before 1960.
- Enables the seller to disclose to the buyer the typical earthquake weaknesses in homes built before 1960.
- Provides the homeowner with basic information about finding and fixing earthquake-related weaknesses in the home.
- Provides general information about earthquake risks and directions for finding more information on earthquake safety.

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RECOMMENDATIONS...

If You Are Selling

Before you sell your house, the following steps are recommended:

- If you list your house for sale through a real estate broker or agent, give the agent the completed disclosure form *(See page 47)* as soon as practical. Your agent can give the booklet and the form to the buyer for you.
- You are not required to hire someone to answer the questions on the disclosure form.
- You are not required to remove siding, drywall, or plaster to answer the questions.
- You are not required to fix the weaknesses before you sell your home.
- However, if you wish, you may get assistance from a certified home inspector, or a licensed contractor, architect, or engineer.
- Keep a copy of the form, signed by the buyer, as evidence that you have complied with the earthquake disclosure requirement.

You may find that you will get a better price for your house if you strengthen earthquake weaknesses before you sell.

If You Are Buying

Before you agree to buy a house, consider the following recommendations:

- Have a certified home inspector, licensed building contractor, architect, or engineer inspect the house and give you an opinion regarding existing earthquake weaknesses and an estimate of costs to strengthen these weaknesses.
- Consider the location of the home: Is it in or near an Earthquake Fault Zone or in an area where it might be damaged by a landslide, liquefaction, or a tsunami? You may wish to hire a licensed geotechnical engineer and/or engineering geologist to check the stability of the land under the house.
- Negotiate the cost of strengthening, if any is required, with the seller. The law does not require either you or the seller to strengthen the home, but if these weaknesses are not fixed, you may find that repair costs after a damaging earthquake can amount to more than your equity in the house.



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SUMMARY OF MAJOR CALIFORNIA LAWS RELATED TO SEISMIC SAFETY

Full wording of all California codes is available at: http://www.leginfo.ca.gov.

Delivering this guide

Sellers of homes built before 1960, with one to four units of conventional light-frame construction, must deliver to the buyer, "as soon as practicable before the transfer," a copy of *The Homeowner's Guide to Earthquake Safety* (this booklet) and disclose certain earthquake deficiencies according to *Government Code,* Section 8897.1 to 8897.4. The seller's real estate agent must provide the seller with a copy of this booklet to give to the buyer. This is also specified in *Government Code,* Section 8897.5.

Water heater bracing

All water heaters are required to be anchored or strapped to resist falling during an earthquake. The seller must certify to the potential buyer that the water heater is properly braced in accordance with *Health and Safety Code,* Section 19211.

Disclosing weaknesses

Sellers of real property must disclose known defects and deficiencies in the property—including earthquake weaknesses and hazards—to prospective buyers in accordance with *Civil Code,* Section 1102 and following sections.

Disclosing natural hazards

Sellers of real property must disclose whether the property is within any of the seven mapped natural hazard areas, including the earthquake fault, potential landslide and potential liquefaction areas. The required Natural Hazards Disclosure Form can be found in *Civil Code,* Section 1103 and following sections. When filled out, this statutory form will reveal whether the home is within a mapped geologic, flood or hazard area.

Earthquake faults

The Alquist-Priolo Earthquake Fault Zoning Act prohibits building for human occupancy astride active faults. *Public Resources Code,* Section 2621 and following sections, requires sellers of existing residences to disclose to potential buyers on a Natural Hazards Disclosure Form if the property is located in a designated fault zone.

Landslide and liquefaction

The Seismic Hazards Mapping Act requires the state to prepare maps of the zones in California most susceptible to landslide and liquefaction hazards during earthquakes. *Public Resources Code,* Section 2694 and following sections, states that sellers must disclose to buyers, on a Natural Hazards Disclosure Form, whether the property is in such a zone, after the map for that area has been issued officially.

Publishing this guide

The Seismic Safety Commission is required to develop, adopt, update, and publish *The Homeowner's Guide to Earthquake Safety* containing information on geologic and seismic hazards, explanations of structural and nonstructural earthquake hazards, and recommendations for mitigating these hazards, as required by the *Business and Professions Code,* Section 10149.

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PROPERTY TAX AND INSURANCE

Property Tax Reappraisal Exclusion

California law allows homeowners to strengthen their homes with approved seismic strengthening techniques without the improvement being included in reappraisals that usually raise the property value and the tax owed, according to the *Revenue and Tax Code,* Section 74.5.

If you make an addition, such as a swimming pool or a new den to your home, your property tax bill will increase. But a strengthening project to help your home resist earthquakes will not add to your property taxes.

To receive the exclusion you must file a claim form with your county assessor. The work must also be approved as appropriate seismic strengthening by your local building department.

A sample form from the County of Santa Clara is attached on page 49. This form may vary by county.

Earthquake Insurance

Earthquake insurance is typically not part of your homeowner insurance policy. All insurance companies that sell residential property insurance in California are required by law to offer earthquake insurance to homeowners when the policy is first sold and every two years afterward.

The cost of the earthquake policy you are offered is based on a number of factors, including your home's location, age, construction type, and value. One thing to consider would be to compare the expected damage versus the deductible that is applicable to your policy. You may wish to consult a licensed civil or structural engineer for more specific information on your potential for damage.

Each homeowner should consider his/her individual risk factors and then weigh the cost of earthquake coverage against the benefits. The California Earthquake Authority (CEA) website has an online calculator to help estimate your premium based on your ZIP Code, insured value, dwelling type, and desired coverage and deductible.

The California Earthquake Authority is required to provide, and the insurance companies are required to disclose the availability of, discounts on earthquake insurance premiums for older homes that have been strengthened to resist earthquake damage. For more information, contact your insurance agent, who can also help you locate an earthquake insurer and estimate your annual premium.

California Earthquake Authority:
www.EarthquakeAuthority.com

California Department of Insurance:
www.insurance.ca.gov

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

EXAMPLES OF DAMAGE TO SINGLE FAMILY HOMES



Pacific Fire Rating Bureau

Figure 1 - San Fernando Earthquake, Feb. 9, 1971 Severely damaged split level 1 and 2 story wood frame dwelling. The one story portion dropped about 3 feet.



Robert A. Eplett, OES

Figure 2 - Loma Prieta Earthquake, Oct. 17, 1989 Home moved off of its foundation and was considered a total loss.



FEMA

Figure 3 - Northridge Earthquake, Jan. 17, 1994 Single family residence damaged due to failure of multiple elements.



FEMA News Photo

Figure 4 - Northridge Earthquake, Jan. 17, 1994 Chimney Collapse - common type of damage to unreinforced masonry.



Dane Golden, FEMA News Photo

Figure 5 - San Simeon Earthquake, Dec. 22, 2003 This home slid two feet off its foundation due to inadequate nailing of walls to its sill plates.



Guna Selvaduray

Figure 6 - San Simeon Earthquake, Dec. 22, 2003 The collapsed porch was not adequately attached to this single family residence.

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EARTHQUAKE MAPS OF CALIFORNIA

DAMAGING EARTHQUAKES IN CALIFORNIA

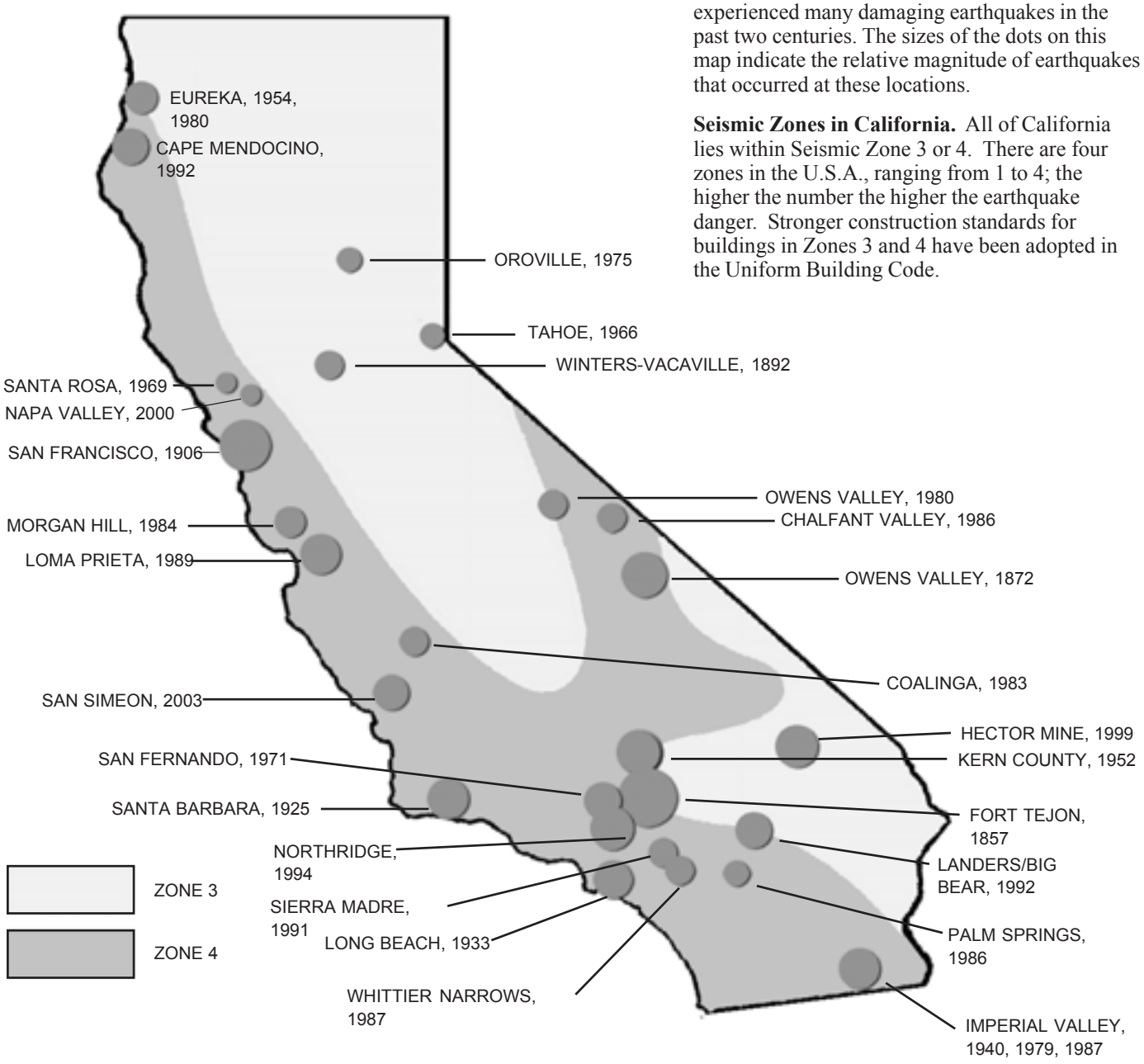


Figure 7—Earthquake history. California has experienced many damaging earthquakes in the past two centuries. The sizes of the dots on this map indicate the relative magnitude of earthquakes that occurred at these locations.

Seismic Zones in California. All of California lies within Seismic Zone 3 or 4. There are four zones in the U.S.A., ranging from 1 to 4; the higher the number the higher the earthquake danger. Stronger construction standards for buildings in Zones 3 and 4 have been adopted in the Uniform Building Code.

Source: California Geological Survey, 1986; Earthquake History of the U.S., U.S. Department of Commerce and Interior, 1982; Records of California Office of Emergency Services; compiled and revised by California Seismic Safety Commission, 2004; International Code Council, Uniform Building Code 1997 Edition.

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MAJOR EARTHQUAKE FAULTS IN CALIFORNIA

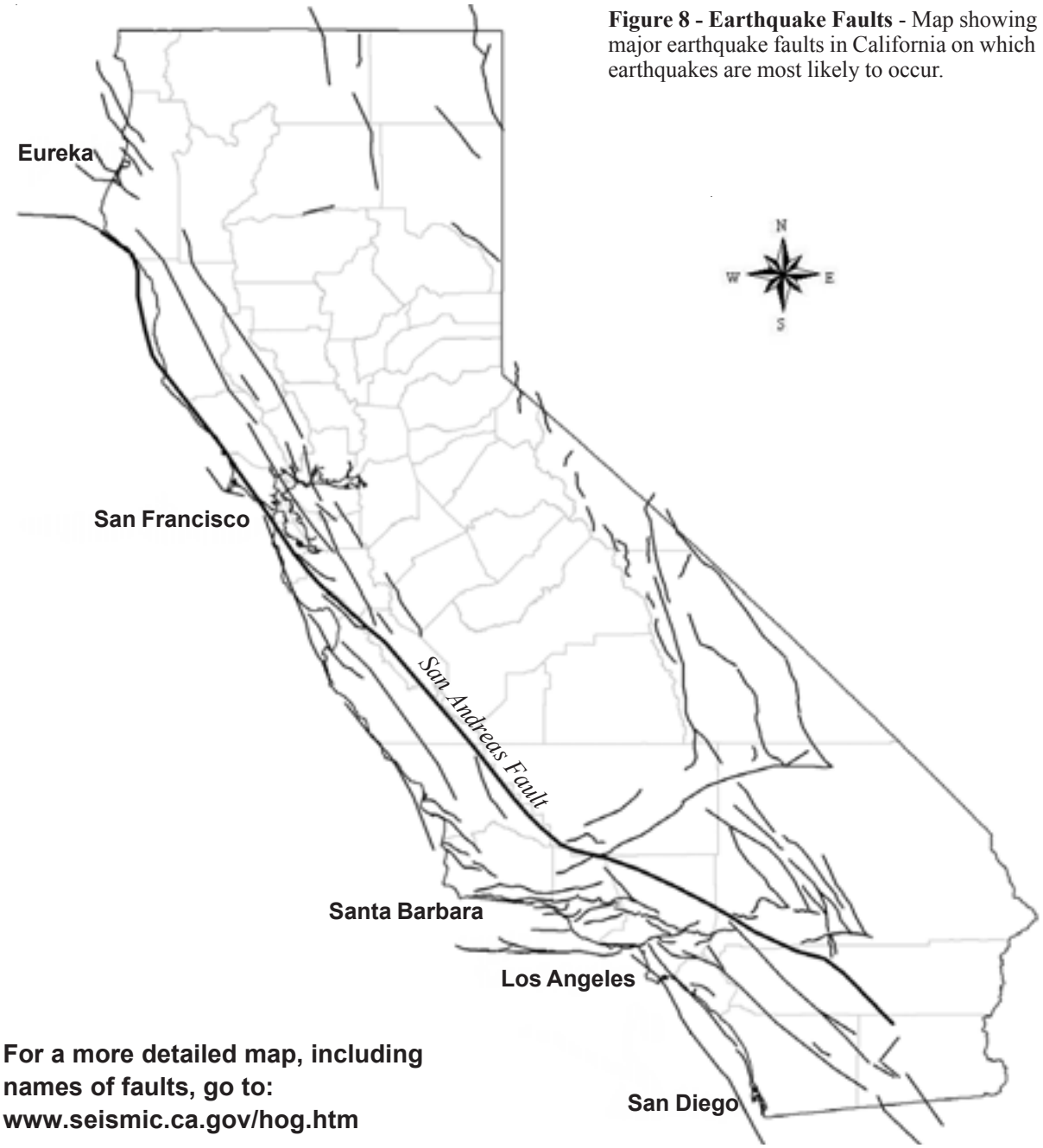


Figure 8 - Earthquake Faults - Map showing major earthquake faults in California on which earthquakes are most likely to occur.

Map courtesy of California Geological Survey. Fault locations modified from seismic sources used in Revised 2002 California Probabilistic Seismic Hazard Maps.

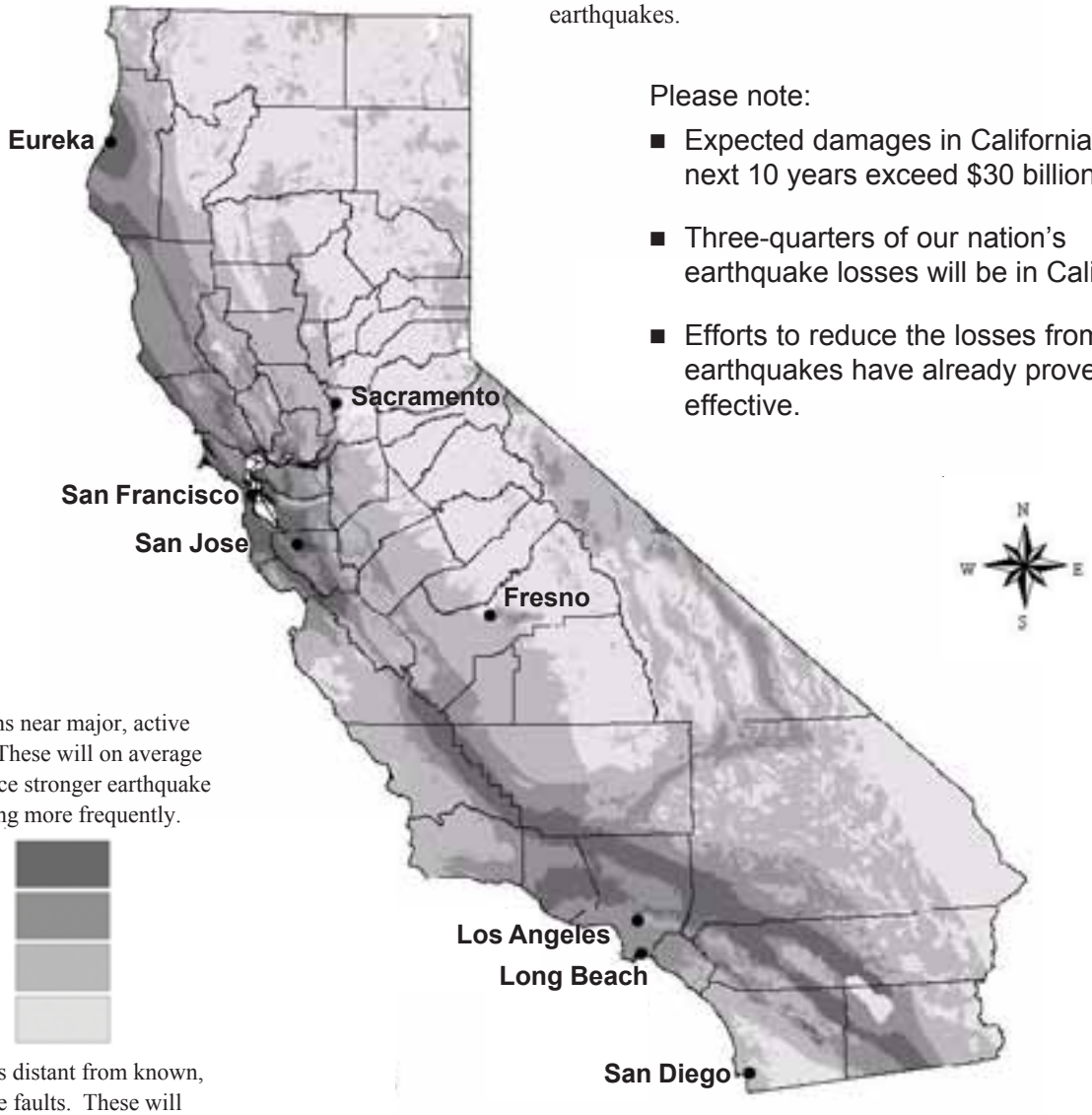
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SIMPLIFIED EARTHQUAKE SHAKING POTENTIAL MAP FOR CALIFORNIA

Figure 9 - Earthquake Shaking Potential Map - This map shows the relative intensity of ground shaking and damage in California from anticipated future earthquakes.

Please note:

- Expected damages in California in the next 10 years exceed $30 billion.
- Three-quarters of our nation's earthquake losses will be in California.
- Efforts to reduce the losses from earthquakes have already proven effective.



For a full color version go to: www.seismic.ca.gov/hog.htm

Data source: California Seismic Safety Commission, California Geological Survey, Governor's Office of Emergency Services, and United States Geological Survey, April, 2003, Earthquake Shaking Potential for California, California Seismic Safety Commission Publication No. 03-02.

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ADDITIONAL RESOURCES

There are many additional resources available. Some are web sites and some are books or pamphlets.

- The California Seismic Safety Commission has created a webpage that provides links to other sites that are appropriate for homeowners interested in improving the earthquake safety of their homes.

  Visit www.seismic.ca.gov/hog.htm

- FEMA also provides a wide variety of information suitable for the homeowner, including the availability of, and registration for, federal disaster aid programs after a damaging earthquake or other disasters.

  Visit www.fema.gov

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EARTHQUAKE WEAKNESSES

The earthquake weaknesses identified in this section, if not corrected, can result in one or more of the following:

- Injury to occupants
- Severe damage to your home
- Broken gas and utility lines
- Fires from broken gas lines
- Damage to floors, walls, and windows
- Damage to the contents in the house
- Damage to the foundations



Please remember that:

- Retrofitting before an earthquake is relatively cheap.
- Doing major structural repairs to your home after an earthquake is very expensive.
- Sometimes the damage is extensive enough to require the entire house to be demolished.
- After an earthquake, there is usually a shortage of available licensed contractors and engineers in the impacted area, because of the sudden high demand for their services.
- An appropriate seismic retrofit will reduce damage and save you money.

Please consult your local Building Department and/or a licensed architect or engineer for more detailed information.

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IDENTIFY WEAKNESSES

Unbraced Water Heaters

The Problem

If water heaters are not properly braced, they can topple over during an earthquake causing:

- Broken gas lines and gas leaks
- Fires causing major damage to homes
- Broken water lines and flooding

How to Identify

- ✓ Is the water heater free-standing?
- ✓ Are there straps or other types of restraints securing the water heater?
- ✓ Are there straps or restraints bolted to the studs?
- ✓ Are there flexible pipes for water and gas connected to the water heater?

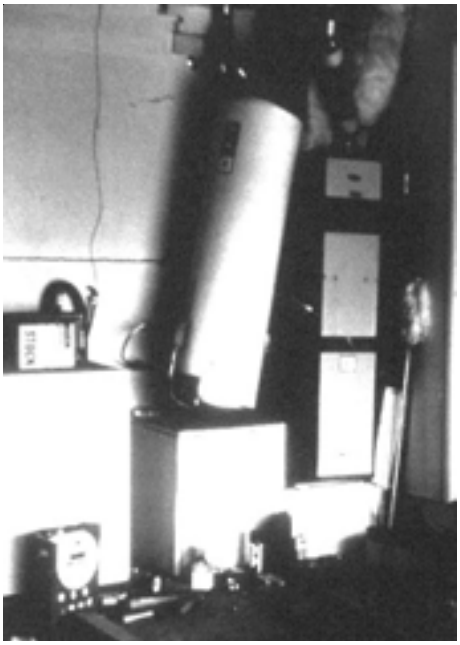
Remember

- Replacing a water heater after an earthquake can cost more than $500.
- Repairing fire damage and flooding damage can cost several thousand dollars, including the entire cost of your home!
- There are many different ways of strapping a water heater. One example is shown on the next page. *(See page 13)*
- Check with your local Building Department for details of local requirements.
- Know where your main water valve is so that you can shut it off if you have a water leak.
- Know where your main gas valve is so that you can shut it off if you hear or smell a gas leak. *(See page 32)*



Governor's Office of Emergency Services

Figure 10 - The unbraced water heater in this home fell during an earthquake; the resulting fire destroyed the home.



Guna Selvaduray

Figure 11 - This unstrapped water heater tipped over during the 1984 Morgan Hill Earthquake. Fortunately gas and water lines were not ruptured.

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HOW-TO

Brace Water Heaters

Water heaters must be braced (securely attached) to the studs in a wall. California law requires water heaters to be braced at the time of sale, or when a new water heater is installed.

The Solution

There are many solutions – all relatively inexpensive.

- Purchase and install a strap kit or bracing kit from your local hardware store. Be sure the kit is certified by the State Architect.

Other options include:

- Have a licensed plumber strap your water heater according to code.
- Use metal tubing or heavy metal strapping and lag screws and washers to secure the water heater to the wall studs.

The gas and water lines should also have flexible pipes. These are safer than rigid pipes during an earthquake.

Be sure to check the straps once a year. They may come loose due to vibrations, or other causes.

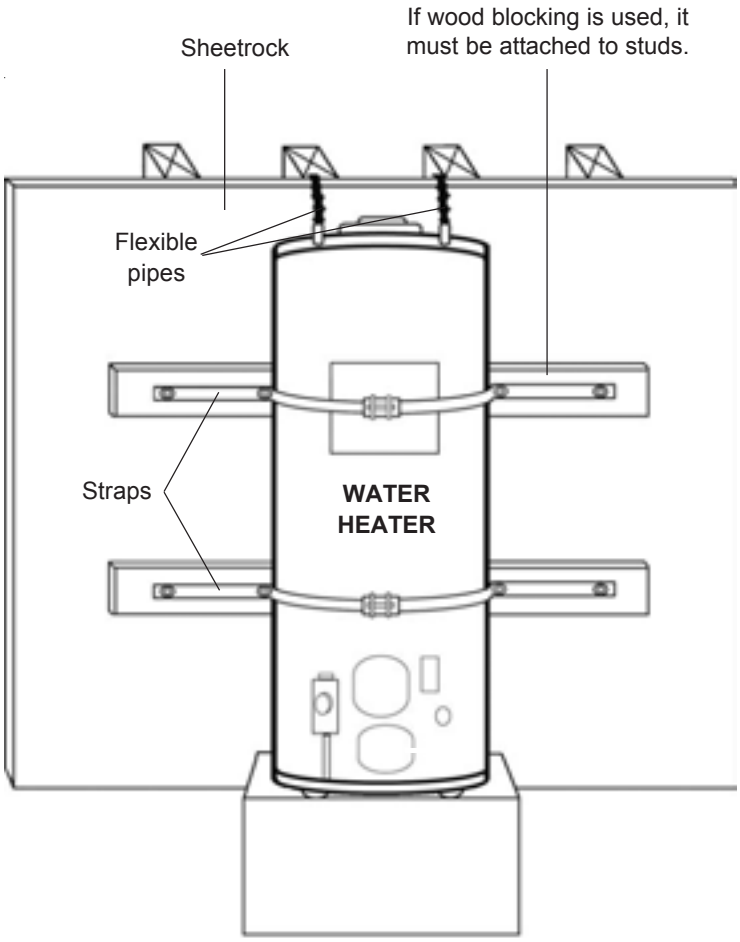


Figure 12: One Method of Water Heater Bracing. Straps and screws visible with water heater in a garage installation. You may need to add wood blocking.

How-to Resources

- Your local home improvement store
- How to Brace Your Water Heater, City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-003, June 14, 1999.
- Guidelines for Earthquake Bracing of Residential Water Heaters, Department of General Services, Division of State Architect, August 11, 2004.
- How to Secure Your Water Heater, Governor's Office of Emergency Services, 2003.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$20 to $200	$500 to total value of home (if completely destroyed).

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IDENTIFY WEAKNESSES

Home Not Anchored to Foundation

The Problem

Houses that are not bolted to the foundation can move off their foundations during earthquakes.



Office of Emergency Services

Figure 13 - This home wasn't bolted and slid off its foundation. Sometimes the damage can be so bad that houses have to be demolished.

How to Identify

- ✓ Go down into the crawl space – the area between the first floor and the foundation – to find out if your house is bolted to its foundation.
- ✓ Look for the heads of anchor bolts that fasten the sill plate – the wooden board that sits directly on top of the foundation – securely to the foundation. *(See Figure 14a, page 15)*
- ✓ You should be able to see the large nuts, washers, and anchor bolts, installed at least every 4 to 6 feet along the sill plate. Steel plates are sometimes used instead of anchor bolts. *(See Figure 14b, page 15)*

Remember

- It is very expensive to lift a house, and place it back on its foundation.
- Homes moving off their foundations can cause gas lines to rupture, which in turn can result in fires.

If your home has no foundation, or an old concrete foundation, see page 30.

Slab Foundations

Some homes are built directly on concrete slabs. These houses do not have crawl spaces and cripple walls.

Nearly all homes with slab foundations that were originally built to code will have anchor bolts or straps.

However, if the house is not bolted to the slab, you have an earthquake weakness.

Newer homes generally have anchor bolts or straps.

If you have an unfinished garage, you may be able to see the anchor bolts.

You are not required to remove siding, drywall or plaster to determine if your house has anchor bolts.

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HOW-TO

Anchor Foundation

The Solution

Drill holes through the sill plate into the foundation and install anchor bolts. *(See Figure 14a)*

If there is not enough room to drill, you can attach steel plates to hold the sill plate to the foundation. *(See Figure 14b)*

Anchor bolts have to be installed properly for them to be effective.

You must obtain the proper permits from your local Building Department before beginning work.

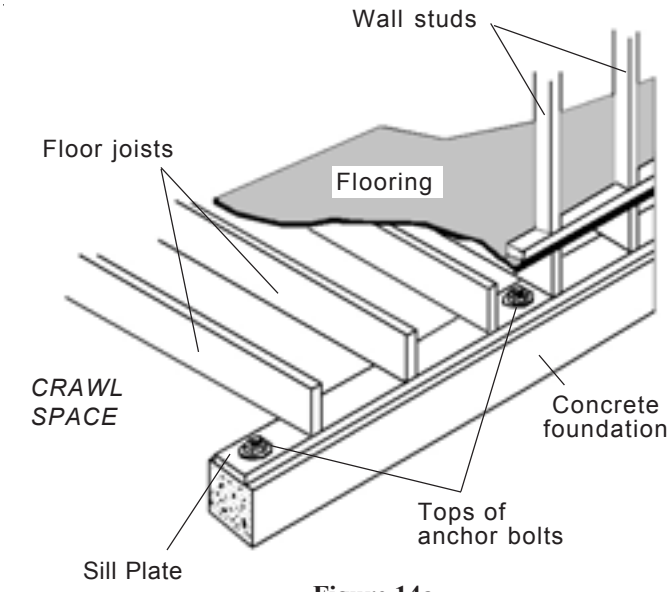


Figure 14a

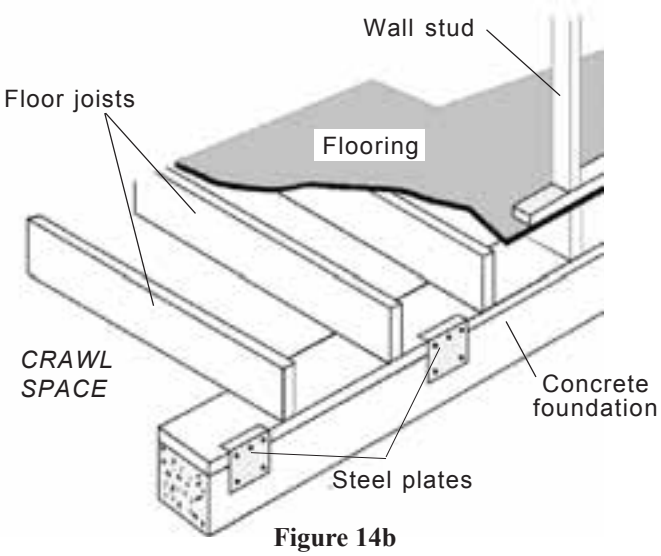


Figure 14b

Figure 14 —Anchor bolts or steel plates. A home's crawl space may be formed by a cripple wall *(see next page for description)* between the foundation and the floor joists or the floor joists may rest directly on the sill plate. In either case, you should be able to see the heads of anchor bolts or steel plates installed at appropriate intervals. These fixtures fasten the sill plate to the foundation.

How-to Resources

- Detailed information for do-it-yourselfers or engineers can be found in the International Existing Building Code, published by the International Code Council.
- Publication: How You Can Strengthen Your Home for the Next Big Earthquake in the Los Angeles Area, City of Los Angeles, Department of Building & Safety, October 2001.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$250 to $5,000	$25,000 to total value of home (if completely destroyed).

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Weak Cripple Walls

The Problem

Wooden floors and stud walls are sometimes built on top of an exterior foundation to support a house and create a crawl space. *(See Figure 17, page 17)*

These are called cripple walls and they carry the weight of the house.

During an earthquake, these walls can collapse if they are not braced to resist horizontal movement.

If the cripple wall fails, the house may shift or fall.



Office of Emergency Services

Figure 15 - Damage to home due to cripple wall failure.

How to Identify

- ✓ Go under the house through the crawl space, to see if there are any cripple walls.
- ✓ If there are cripple walls, check to see if they are braced.
- ✓ There should be plywood panels adequately nailed to the studs OR there should be diagonal wood sheathing. *(See Figure 16)*
- ✓ If you have neither of these, the cripple walls are probably insufficiently braced or unbraced.
- ✓ Horizontal or vertical wood siding is not strong enough to brace cripple walls.

Remember

- It is very expensive to lift a house, repair the cripple wall, and put it back on its foundation

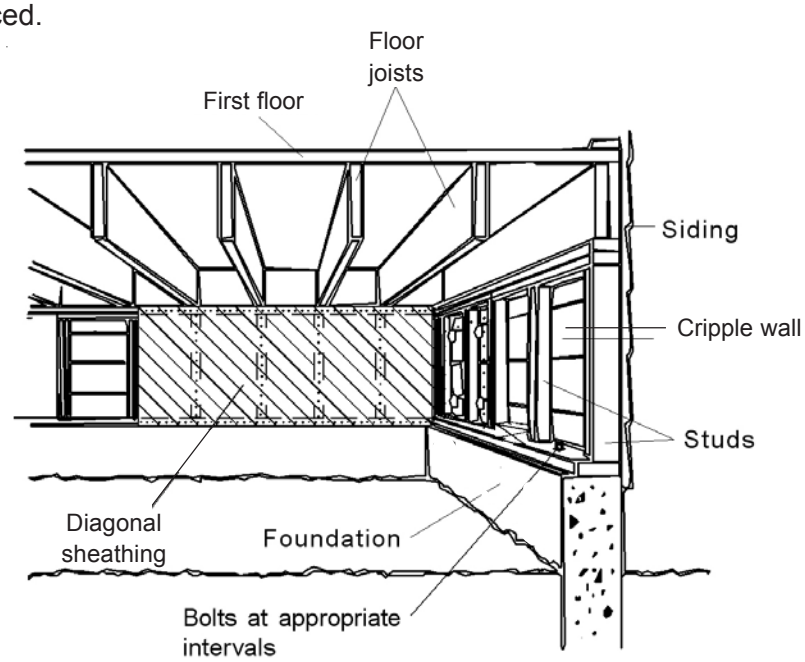


Figure 16 - Diagonal Sheathing. Common in older homes.

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HOW-TO # Strengthen Cripple Walls

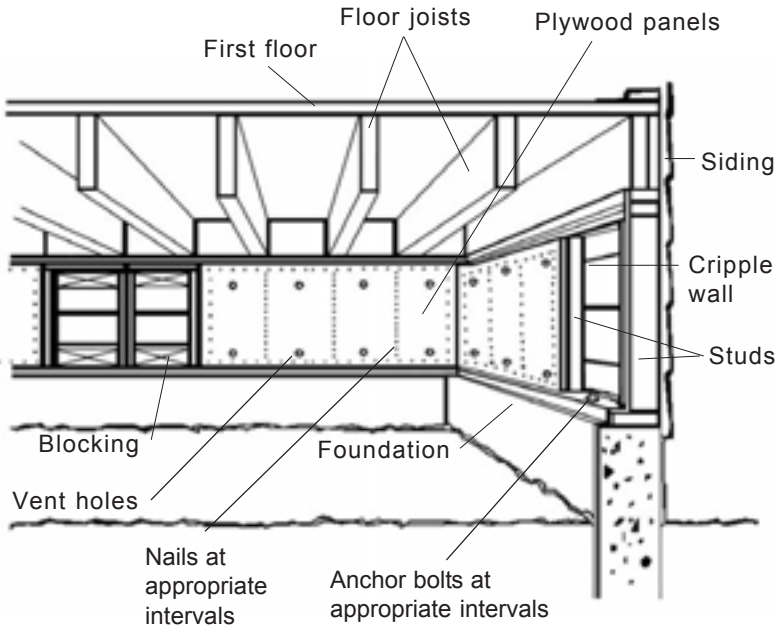
The Solution

Plywood, or other wood products allowed by code, should be nailed to the studs.

The following are important:

- Type of wood product used
- Plywood thickness
- Nail size and spacing
- Do not cover vents.

Consult your local Building Department for permit requirements before starting work.



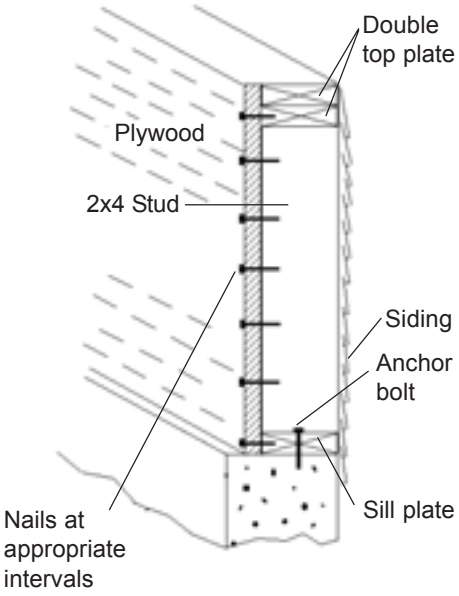


Figure 17—Plywood or diagonal sheathing strengthens weak cripple walls. If your home has a cripple wall between the foundation and the first floor, and the wall is not braced with plywood or diagonal sheathing, the house may fall or shift off its foundation during an earthquake.

How-to Resources

- Detailed information for do-it-yourselfers or engineers can be found in the International Existing Building Code, published by the International Code Council
- Publication: How You Can Strengthen Your Home for the Next Big Earthquake in the Los Angeles Area, City of Los Angeles, Department of Building & Safety, October 2001.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$500 to $2,500	$25,000 to total value of home (if completely destroyed).

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Pier-and-Post Foundations

The Problem

The outside of the house is supported by wood posts resting on unconnected concrete piers. Siding is often nailed to the outside of the posts, making them not easily visible.

During an earthquake these posts can fail, if they are not braced against swaying.

If the posts fail, the house may shift or fall.



California Seismic Safety Commission

How to Identify

- ✓ Go under the house to see if there is a continuous foundation under the outside walls.
- ✓ If you do not see a continuous foundation you may have an earthquake weakness.
- ✓ If you see only unconnected concrete piers and wood posts, or only wood posts, supporting the outside walls, you have an earthquake weakness.

Remember

- Horizontal or vertical wood siding is not strong enough to brace pier-and-post foundations.
- Major structural repairs, like lifting an entire house to repair the posts and putting it back, are very expensive.



California Seismic Safety Commission

Figure 18 - The pier-and-post foundation under this home shifted during a recent earthquake.

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HOW-TO Strengthen Pier-and-Post Foundations

The Solution

Consult a licensed architect or engineer, and a licensed building contractor who specializes in foundations, to fix this problem.

It may be possible to make the foundation safer by bracing the posts.

You might be better off to add a new foundation and plywood walls in the crawl space to make sure that the house will not shift or fall off its foundation during an earthquake.

How-to Resource

- Detailed information for engineers can be found in the International Existing Building Code, published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$1,000 to $25,000	$20,000 to total value of home (if completely destroyed).

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

Unreinforced Masonry Foundations

The Problem

Unreinforced masonry—brick, concrete block, or stone—foundations often cannot resist earthquake shaking. They may break apart, or be too weak to hold anchor bolts. Homes may shift off such foundations during earthquakes, damaging the walls, floors, utility lines, and home contents.

How to Identify

- ✓ If your home's foundation is brick or stone, and looks like one of the foundations shown in the photos here, it is probably unreinforced.
- ✓ If there is a space filled with grout between the inner and outer faces of a brick foundation (where anchor bolts and reinforcing steel could be installed), it may be reinforced.
- ✓ If the outside of the foundation is covered, you may have to look under the house to see the type of foundation you have.
- ✓ If you are not sure what to look for, seek the services of a licensed engineer to determine if your foundation is reinforced or not.

Remember

- It is cheaper to do this before an earthquake damages the house than after.



California Seismic Safety Commission

Figure 19 - This is an unreinforced stone foundation. They typically fail during earthquakes.



California Seismic Safety Commission

Figure 20 - Note the bricks exposed in this unreinforced masonry foundation.

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HOW-TO

Retrofit Masonry Foundations

The Solution

There are several ways to fix this problem.

The most common approach is to replace all or part of the existing foundation with a poured reinforced concrete foundation.

Another solution is strengthening the unreinforced brick or stone foundation, which is generally expensive.

Seek the help of a licensed architect or engineer, and a licensed foundation contractor or general contractor.

How-to Resource

- Detailed information for engineers can be found in the International Existing Building Code, published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$15,000 to $50,000	$15,000 to total value of home (if completely destroyed).

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Homes Built on Steep Hillsides

The Problem

Houses built on the sides of steep hills are often set on exposed posts or columns, as shown in the photographs.

The potentially hazardous conditions that are unique to homes on steep hillsides are:

- Stilt-type posts with or without diagonal bracing
- Walls with very different heights or that are stepped or sloped down the hillsides.

If these posts or walls are not properly braced, they may collapse during an earthquake.

Sometimes, the supports on the downhill side will be hidden behind a tall wall that encloses a large unfinished space. (This is similar to, but taller than, a crawl space under a typical house built on flat ground.)



Office of Emergency Services

Figure 22 - This hillside home was built on an unbraced tall wall that failed.

How to Identify

- ✓ Is the house located on a slope?
- ✓ Are the columns or walls supporting the home braced?
- ✓ If you are not sure if there is bracing or if the bracing is adequate, consult a licensed engineer.

Remember

- It is very expensive to lift a house, repair the posts, and put it back.



Office of Emergency Services

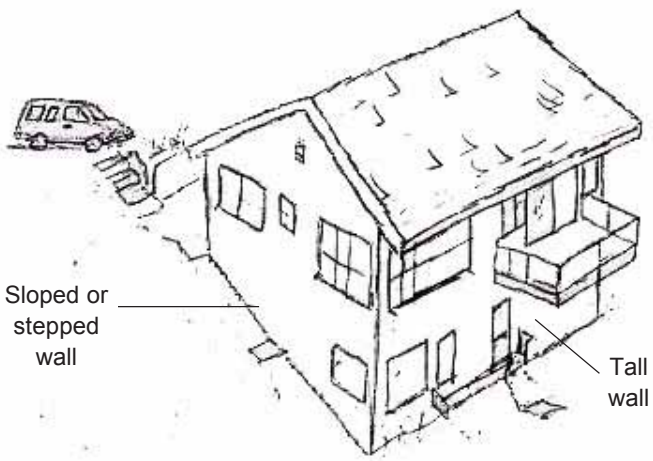
Figure 23 - This photograph shows an interior detail of a home similar to the one above, showing substantial damage to a building with an unbraced tall wall.

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HOW-TO Strengthen Homes on Steep Hillside

The Solution

Consult a licensed architect or engineer, and a licensed contractor, to fix this problem.



PEER and Nels Roselund, SE

Figure 24 - Hillside homes with sloped and tall walls or posts require special engineering.

How-to Resources

- Detailed information can be found in the International Existing Building Code, published by the International Code Council.
- Voluntary Earthquake Hazard Reduction in Existing Hillside Buildings, City of Los Angeles Municipal Code, Chapter IX, Article 1, Division 94.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$1,000 to $50,000	$10,000 to total value of home (if completely destroyed).

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Unreinforced Masonry Walls

The Problem

Houses built of unreinforced masonry – bricks, hollow clay tiles, stone, concrete blocks, or adobe – are very likely to be damaged during earthquakes.

The mortar holding the masonry together is generally not strong enough to resist earthquake forces.

Anchorage of walls to the floor and the roof is critical.

These houses are weak (brittle) and can break apart.

Walls may fall away or buckle, resulting in damage.



California Seismic Safety Commission

Figure 25 - The plaster-covered brick walls of this building collapsed during a recent earthquake.

How to Identify

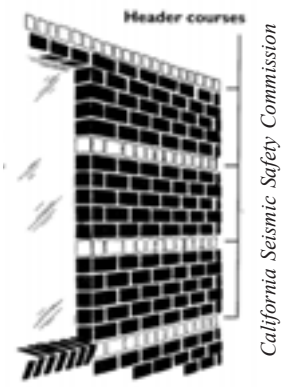
- ✓ Can bricks or stone be seen from the outside (unless the walls are covered with stucco)?
- ✓ Do the brick walls have “header courses” of bricks turned endways every five or six rows? *(See Figure 26)*
- ✓ Was the house built before 1940?

If you cannot tell from the outside, turn off the power and take the cover plate off one of the electrical outlet boxes on an outside wall and look for brick or other masonry.

If the wall is concrete or concrete block, it is very difficult to find out if reinforcing steel was added during construction.

You will then need:

- The house’s plans, which may be on file with the Building Department, or
- To consult a licensed engineer to make the determination.



California Seismic Safety Commission

Figure 26 - Header courses of bricks are usually placed endwise every six or so rows in unreinforced masonry walls to tie the outer layer of bricks to the layers inside the wall.

Remember

- It is very expensive to shore up a house, remove damaged walls, and put in new walls.

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HOW-TO

Strengthen Unreinforced Masonry Walls

The Solution

Consult a licensed architect or engineer to fix this problem.

One solution may involve:

- Tying the walls to the floor and roof
- Installing a steel frame and bolting the wall to it.



Jessica Tran

Figure 27 - Unreinforced masonry wall strengthened by installing a steel frame inside.



Jessica Tran

Figure 28 - Bolting of unreinforced masonry wall to steel frame on the inside.

How-to Resource

- Detailed information can be found in the International Existing Building Code, published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
Project and Repair costs can vary widely.	

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Rooms over Garages

The Problem

The large opening of a garage door and the weight of a second-story room built over the garage can result in the walls being too weak to withstand earthquake shaking.

When the narrow sections of the wall on each side of the opening are not reinforced or braced, the weakness is worse.



Office of Emergency Services

Figure 29 - This mountain home was built over a garage, and its walls were not strong enough to withstand an earthquake.

How to Identify

- ✓ Is the garage door opening in line with the rest of the house? *(See Figure 30)*
  - ➢ If this is the case, additional bracing ***may not*** be needed.
- ✓ Is the house shaped like *Figure 31*? If this is the case, are there braces or plywood panels around the garage door opening?
  - ➢ If there are no braces or plywood panels, strengthening may be needed.
- ✓ Consult a licensed architect or engineer to determine the strengthening required.

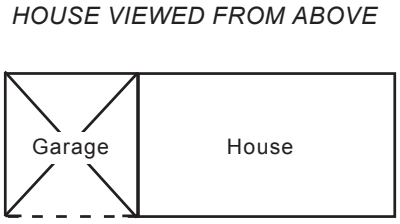


Figure 30 - If the wall of the main house is in line with the wall containing the door of a garage with a room over it, the adjoining wall may help brace the garage.

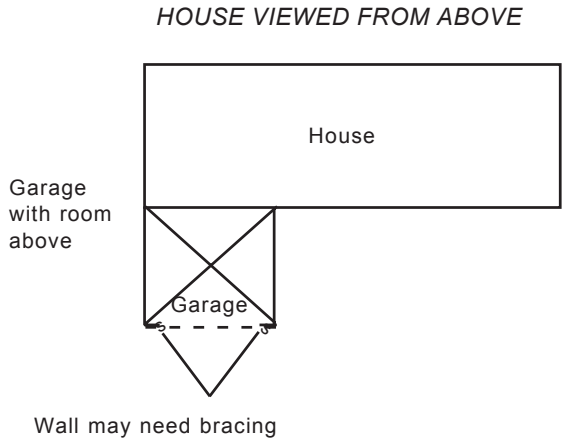


Figure 31—Additional bracing. Home configuration where there is no in-line wall. Additional bracing may be appropriate in this situation.

Remember

- ■ Many homes with this weakness have been severely damaged in past earthquakes.

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HOW-TO Strengthen Rooms over Garages

The Solution

Consult a licensed architect or engineer to design plywood paneling or a steel frame around the door opening *(See Figure 32)*.

Have plans drawn.

Obtain a permit from your local Building Department.

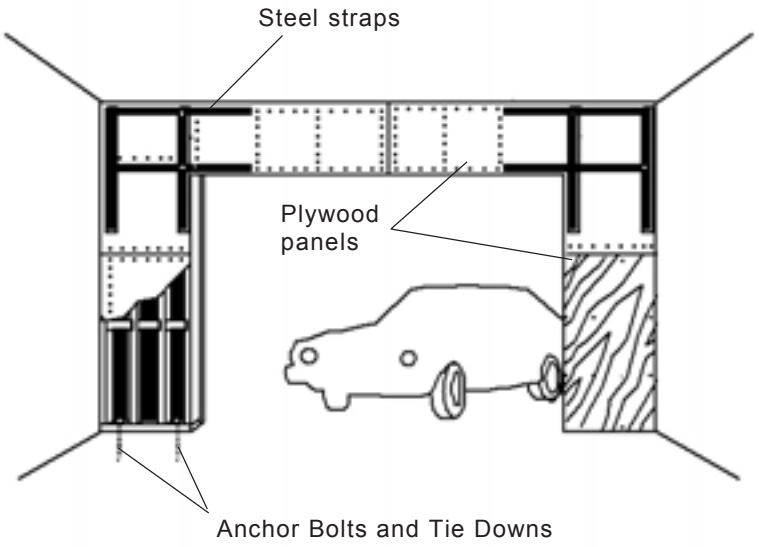


Figure 32—Bracing garage walls. If your house has a room over the garage, the garage walls may not be strong enough to hold up during an earthquake unless they are braced with plywood panels and steel straps.

How-to Resource

- Detailed information can be found in the International Existing Building Code, published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$5,000 to $25,000	$15,000 to total value of home (if completely destroyed).

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OTHER EARTHQUAKE-RELATED CONCERNS

OTHER CONCERNS | Unreinforced Masonry Chimneys

The Problem

Many chimneys are built of unreinforced brick or stone. During an earthquake these can collapse or break and fall on the roof.

When the chimney fails, the falling stones and bricks can:

- Cause injuries
- Damage the house
- Damage cars

Tall slender chimneys are most vulnerable.



Office of Emergency Services

Figure 33 - This unreinforced chimney fell during a recent earthquake.

How to Identify

✓ Check the mortar between the bricks or stones with a screwdriver. If it crumbles when you pick at it, the chimney may be a hazard.

✓ Inspect the attic and floor spaces for metal ties that should be holding the chimney to the house.

✓ Determining whether a chimney is susceptible to earthquake damage is not always easy. When in doubt, consult a licensed engineer or contractor.



Guna Selvaduray

Figure 34 - Morgan Hill Earthquake. Broken chimney fell on roof.

Remember

- Do not locate patios, children's play areas, or parking spaces near a questionable chimney.
- Tell family members to get away from chimneys and fireplaces during earthquakes.

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Strengthen Masonry Chimneys

The Solution

Tear down the old or damaged chimney and replace with a newly constructed chimney.

Several steps can be taken to reduce the risk of damage from falling chimneys, depending upon the type of chimney you have. They include:

- Add plywood panels at the roof or above the ceiling joists to prevent the brick or stone from falling into the house.
  - This can be done by layering plywood above the ceiling, in the house's attic, or nailing plywood under the shingles when reroofing.
- Replace the upper chimney with metal flues.
- Strengthen the existing chimney.
  - This can be a complicated process, depending upon the construction and height of the existing chimney.

Consult your local Building Department and obtain necessary permits first.



California Seismic Safety Commission

Figure 35 - Photo showing damaged chimney removed. Note that the fireplace is now not functional.

How-to Resource

- Reconstruction and Replacement of Earthquake Damaged Masonry Chimneys, City of Los Angeles, Department of Building & Safety, Information Bulletin #P/BC-2002-70.

Comparison of Cost: Preventing vs. Reparing Earthquake Damage	
Project Cost	**Cost to Repair after an Earthquake**
$2,000 to $12,000	$15,000 to total value of home (if completely destroyed).

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No Foundation

The Problem Some older houses were built on wood beams laid directly on the ground, without foundations. These houses may shift during earthquakes, causing structural damage and breaking utility lines.

How to Identify Look under the house. If you see no concrete or masonry around the outside walls, the house may lack a foundation.

What Can Be Done You may need to add a foundation to make the house earthquake resistant. Just as when strengthening or replacing an unreinforced masonry foundation, you will require the advice of a licensed architect, engineer, or foundation contractor.

Old Concrete Foundation

The Problem Some older concrete foundations were made with sand or stone that interacted chemically over time, and the concrete eventually crumbles and becomes too soft to withstand earthquake forces.

How to Identify Inspect the foundation for large cracks in the concrete, concrete crumbling off the foundation, or concrete crumbling when you pick at it with a screwdriver.

What Can Be Done You may need to replace some or all of the foundation. You should consult a licensed foundation contractor or an engineer.

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OTHER CONCERNS

Homes with Unique Designs

The Problem

The design and construction features of some homes make them vulnerable to earthquake damage, especially if these homes are not specifically designed and built to resist earthquakes. Homes at risk are those with irregular shapes, large windows (which can break in earthquakes and scatter shards of glass), more than two stories, irregular walls, or porches and overhangs.

How to Identify

Many homes with these features are strong enough to withstand earthquakes and it is difficult to tell whether such homes need strengthening. If you have doubts about one or more of these features in your home, or in a home you are planning to buy, you should consult a licensed architect or engineer for an assessment.

What Can Be Done

A professional can advise you on how to identify and fix earthquake weaknesses if necessary. For example, large windows can be made safer by applying plastic film on them.

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NATURAL GAS SAFETY

The Problem

Natural gas piping and appliances can be damaged during earthquakes, causing gas leaks.

If ignited, this can result in fires which can burn part of, or, the entire house.

About one in four fires after an earthquake is related to natural gas leaks.

Gas leaks after an earthquake are more likely if:

- There are structural weaknesses
- Gas appliances are not anchored
- Flexible pipe connections are not used.

The primary concern is property loss from fire damage.

The potential for life loss is limited since most single family homes have several safe exits.

How to Identify

✓ Examine all natural gas appliances (water heaters, dryers, stoves, ovens, furnaces) to see if they are anchored to the floor or walls, and have flexible pipe connections.

Plan Ahead

Locate your gas meter outside your home.

Identify the exact location of the shutoff valve and make sure that you have access to it.

Make sure you have a wrench that is readily available to turn off the gas when needed.

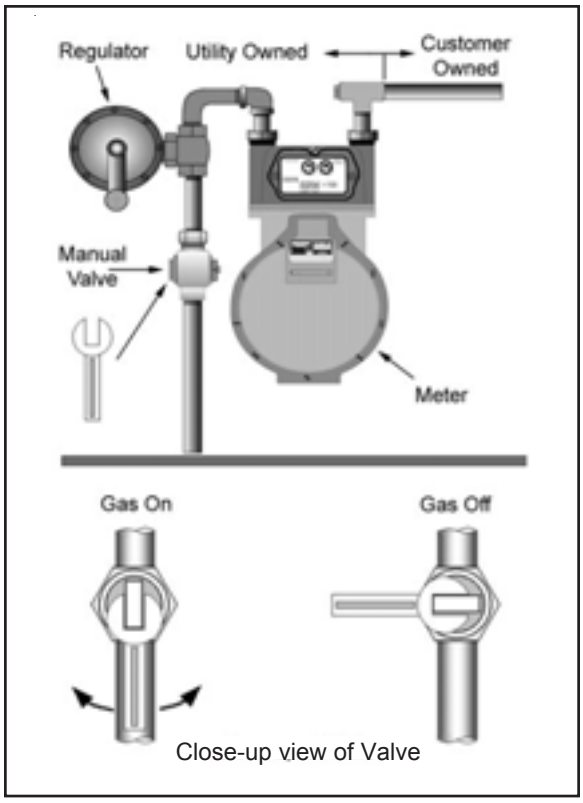


Figure 36—Manual Shutoff Valve Location

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Manual Gas Shutoff

- The most cost-effective way to manage the risk from natural gas is to know how and when to manually shut off the gas.
- Use the wrench to turn off the manual valve located at the gas meter *(See Figure 36, page 32)*.
- Shut off your gas only if you:
  - Smell gas
  - Hear gas escaping
  - Suspect a broken gas pipe, appliance, vent, or flue.

Remember

- Once the gas has been shutoff, service can be restored only by utility personnel or qualified plumbers.
- High demands for qualified personnel after an earthquake can lead to substantial delays in restoring natural gas service.

Resources

- Seismic Gas Shut-Off Valve Requirements in Los Angeles, City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-001, April 30, 2003.
- Improving Natural Gas Safety in Earthquakes, California Seismic Safety Commission, Publication #CSSC-02-03, July 2002.
- Gas Shutoff Valve Certification Program, Division of the State Architect.

Automatic Gas Shutoff Options

There are a variety of automatic gas shut-off valves available. These cost more than manual shutoff valves and may provide additional safety but may also have some disadvantages.

The types of valves available include:

- Earthquake shake-actuated valves
- Excess flow valves
- Methane detectors
- Hybrid systems
- Others.

These can be installed on the “customer owned” side of the gas meter.

Consult your local Building Department because:

- Some installations will require building permits.
- Some local jurisdictions have adopted ordinances requiring automatic gas shutoff devices at the time of sale or during significant renovations.

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GETTING THE WORK DONE

PLANS, PERMITS, AND CONTRACTORS

- Decide which strengthening project or projects you are going to do.
- Get the necessary building permits first.
  - If you are "doing-it-yourself," you still need the proper permits.
  - For more complex projects, have a licensed architect or engineer draw up the necessary plans and specifications.
    - ✓ Interview two or three architects or engineers.
    - ✓ Ask for references or former clients.
    - ✓ Talk to references or former clients.
    - ✓ Compare experience, ideas, and fees.
  - Submit the plans for approval to your local building department.
  - Remember: the building codes are designed for your safety.

There are many publications that describe strengthening projects in detail.

Visit the California Seismic Safety Commission's website at www.seismic.ca.gov, which provides many useful links.

- Get the documents that relate to your project and read them.
  - This will help you to better understand what the architect or engineer is doing, and also what the contractor is doing.
- The International Existing Building Code Appendix Chapter 3 contains the best current guidelines. Ask your local Building Department to review a copy.
- Select your licensed contractor.
  - First make sure the contractor is properly licensed.
  - Interview at least two or three contractors.
  - Ask your licensed architect or engineer for recommendations.
  - Ask for references or former clients.
  - Talk to references or former clients.
  - Compare experience, fees, and terms of contract.
  - Get at least three written bids for the construction work.
  - The lowest bid may not be the best bid.
- Keep all plans, permits, and other records of your strengthening project.
  - Provide future buyers of your home with these.

If your home has been designated as "historical," you also may need to comply with the *California Historical Building Code*.

- Contact your local Building Department for further help with this.

REMEMBER

Whether you do it yourself, or hire a contractor, ***you need permits*** from your local Building Department.

It costs far less to correct earthquake weaknesses before an earthquake than to repair the damage after an earthquake.

If your home is damaged in an earthquake, you will probably also have other costs such as lodging, medical, etc.

DON'T HESITATE – MITIGATE!

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AFTER A DISASTER – *HIRE A LICENSED CONTRACTOR!*

The contents of this section have been adapted from “After a Disaster, Don’t Get Scammed” by the Contractors State License Board.

After a Disaster...

DO NOT:

- Rush into repairs, no matter how badly they are needed.
- Hire the first contractor who comes along.
- Accept verbal promises.

DO:

- Get proof that the person you are dealing with is a California licensed contractor appropriate for the work to be done.
- Get the contractor’s license number and verify that it is current and valid.
- Get a written contract that contains all the details of the job to be performed.
- Get at least three bids.
- Check references of other work the contractor has done, if possible, in your area.
- Develop a payment schedule with the contractor.
- Consider a completion bond on large projects.

Contractors must be licensed for any job which costs $500 or more, including materials and labor.

Avoid Payment Pitfalls

- By law, a down payment on a home improvement contract cannot exceed:
  - 10% of the contract price, or
  - $1000

  whichever is less!
- Withhold at least 10% of the total contract price until the project is complete
- Do not make final payment until:
  - The building department has signed off on it,
  - You are satisfied with the job, and
  - You take a final walk-through to make sure work is complete and done correctly.

Useful publications from the Contractor’s State License Board (www.cslb.ca.gov):

- **What You Should Know Before You Hire a Contractor** - *Provides information about hiring and working with contractors.*
- **Home Improvement Contracts: Putting the Pieces Together** - *Provides answers about the legal requirements of home improvement contractors.*

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GEOLOGIC HAZARDS

Sellers of real estate in California are required to disclose to buyers certain information regarding natural hazards that can affect the property being sold. In addition to flood and fire hazard information, disclosure of seismic hazards is also required.

Earthquakes are common in California because of the many earthquake faults located throughout the state.

This section:

- Describes briefly the basic geology-related hazards, and
- Introduces the government mapping programs that define which areas are susceptible to those hazards.

Ground Shaking:

- Ground shaking causes 99% of the earthquake damage to California homes.
- Areas near large active faults are more likely to be shaken severely than areas in the rest of the state.

Landslide:

- Earthquakes can also trigger landslides.
- Earthquake shaking can cause the soil and rock to slide off a slope, ripping apart homes on the slope and/or crushing homes downhill *(See Figure 37)*.

Fault Rupture:

- An actual crack forms and the ground is offset along the two sides of a fault during an earthquake *(See Figure 38)*.
- A house built over an active fault can be torn apart if the ground ruptures beneath it.
- If the house is built over a "creeping" fault – one that moves slowly with no earthquakes or a series of very small earthquakes – the damage may not be noticed for some time.



Patrica Grossi and Augustin Rodriguez, EERI

Figure 37 - Landslide. San Simeon Earthquake, December 22, 2003 Landslides on San Gregorio Road in Atascadero, California, only a short distance away from where the homes with the most damage were located.



Robert A. Eplett, OES, CA

Figure 38 - Fault Rupture. Landers Earthquake of June 28, 1992, produced a surface rupture of over 50 miles along faults in the Mojave Desert.

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Lateral Spreading:

- Intense shaking during an earthquake can cause the soil to break into blocks which move apart from each other. This can cause damage to the foundation of a house *(See Figure 39)*.

Liquefaction:

- During earthquakes, loose, wet sandy soil can become almost like quicksand, and lose its ability to support structures. This can cause the foundation of a house to sink, break, or tilt *(See Figure 40)*.

Tsunami:

- A tsunami is a series of large sea waves caused by an underwater earthquake or landslide.
- Coastal areas are prone to tsunami damage.
- Tsunami waves can come from a great distance and can cause flooding or wash away houses in low-lying areas along the shore.

Dam Failure:

- Earthquake damage to a dam can cause sudden and devastating flooding of houses downstream.
- During the 1971 San Fernando Earthquake, the Lower San Fernando Dam above the San Fernando Valley was damaged. Had it failed, it would have flooded the homes below, causing many deaths and injuries. *(See Figure 41)*. Risk of an aftershock forced residents in an 11-square mile area to evacuate for the next 3 days.
- California has some of the world's best standards for building and inspecting dams.

Recommendation:

If you live in a low-lying coastal area or a dam inundation zone, become familiar with evacuation routes to higher ground and be prepared to evacuate such areas immediately after an earthquake.



NISEE Clearinghouse Project

Figure 39 - Lateral Spreading. Loma Prieta Earthquake, October 17, 1989. Lateral spreading damage levee road along the San Lorenzo River.



Walt Hayes

Figure 40 - Loma Prieta Earthquake, October 17, 1989. Lateral spreading, liquefaction and sand boils caused extensive damage in the Marina District of San Francisco, about 60 miles away from the epicenter.



Robert A. Page, David M. Boore and Robert F. Yerkes, USGS

Figure 41 - Lower San Fernando Dam that was badly damaged by the 1971 San Fernando Earthquake.

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Earthquake Hazard Mapping

Enormous progress has been made in understanding how, why, and where earthquakes occur. This has led to the creation of maps that highlight areas having the highest likelihood of damaging earthquakes.

Five mapping programs have been developed to help Californians lead safer lives in earthquake country.

National Seismic Zones

The U.S. is divided into four major zones, each having a different likelihood of strong ground shaking. The earthquake hazard potential for the U.S., determined through a national program, has been generalized into four seismic zones, numbered Zone 1 through Zone 4. Zone 1 has the lowest earthquake danger and Zone 4 has the highest earthquake danger. **Most of the densely populated parts of California are in Zone 4.** *(See Figure 7, page 7)*

The National Seismic Zone map is published by the International Code Council (ICC) in the California Building Code.

Earthquake Fault Zone Maps

These maps are also known as the *Alquist-Priolo Earthquake Fault Zone Maps*, named after the California legislators who initiated the legislation that mandated these maps. The maps show active earthquake faults prone to surface ruptures and identify a 1,000 ft. wide zone with the fault line at the center.

Seismic Hazard Zone Maps

These maps show areas where landslides and liquefaction are most likely to occur during earthquakes.

Tsunami Inundation and Evacuation Route Maps

Maps for the Pacific Coast show areas where low-lying regions are exposed to tsunami inundation. These maps are in various stages of preparation and availability.

Dam Inundation Maps

These maps show the areas below major dams that may be flooded in the event of their failure.

How are these Maps Used?

The zones defined by the maps are at greatest potential risk when a major earthquake occurs. This is particularly the case when the earthquake occurs during or shortly after a heavy rainfall, which increases the likelihood of liquefaction and landslides.

California law requires that the information from the Earthquake Fault Zone and Seismic Hazard Zone maps be incorporated into local general plans, and any land-use planning or permitting ordinances. Cities and counties must establish regulations governing development within these zones.

Special geotechnical studies are required before buildings can be built in Earthquake Fault Zones or Seismic Hazard Zones.

Your local building or planning department can show you the National Seismic Zone Map as well as the other maps if they are available for your community.

These maps, if they are available, may be accessed through www.seismic.ca.gov/hog.

The Seller of real estate within a hazard zone must disclose that the property lies within such a zone at the time of sale.

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WHAT TO DO *DURING* AN EARTHQUAKE













1. IF YOU ARE **INDOORS**—STAY THERE! "**DROP, COVER AND HOLD ON.**" Get under a sturdy desk or table and hang on to it, or move into a hallway or get against an inside wall. Stay clear of windows, fireplaces, and heavy furniture or appliances. Get out of the kitchen, which is a dangerous place in earthquakes since it's full of things that can fall on you. Don't run downstairs or rush outside while the building is shaking or while there is danger of falling and hurting yourself or being hit by falling glass or debris.
2. IF YOU ARE **OUTSIDE—GET INTO THE OPEN**, away from buildings, power lines, chimneys, and anything else that might fall on you.
3. IF YOU ARE **DRIVING—STOP**, but carefully. Move your car as far out of traffic as possible. Do not stop on or under a bridge or overpass or under trees, light posts, power lines, or signs. Stay inside your car until the shaking stops. When you resume driving, watch for breaks in the pavement, fallen rocks, and bumps in the road.
4. IF YOU ARE ON OR NEAR A **STEEP HILLSIDE—WATCH OUT FOR LANDSLIDES**, falling rock, trees, and other debris that could be loosened by earthquakes.

If You Feel a Strong Earthquake or Receive a Tsunami Warning When You are on the Coast

1. **DROP, COVER AND HOLD ON.** Watch for falling objects until the earthquake is over.
2. **MOVE TO HIGHER GROUND** or inland away from the coast immediately. A tsunami may be coming. Go on foot if possible. The first waves may reach the coast within minutes after the ground shaking stops. The first wave is almost never the largest. Later waves may be spaced tens of minutes apart and can continue arriving for many hours.
3. **THERE MAY BE NO TIME FOR AUTHORITIES TO ISSUE A WARNING.** If you do not hear an evacuation announcement but notice a sudden drop or rise in water level or hear a loud noise coming from the water, nature may be warning you of impending danger.
4. **STAY AWAY FROM THE COAST.** Do not return to the shore after the first wave. Waves may continue to arrive for hours.
5. **LISTEN TO A RADIO FOR AN "ALL CLEAR"** before returning to the shore.

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WHAT TO DO *BEFORE* AN EARTHQUAKE

The information contained in this section does not represent weaknesses in the earthquake resistance of homes. It is valuable information to keep in mind to reduce risks to yourself, your family, and your home. These lists are only highlights of the actions you should take.

Gather Emergency Supplies

Be sure you have these basic supplies on hand:

- ❑ Fire extinguisher
- ❑ Adequate supplies of medications that you or family members are taking
- ❑ Crescent and pipe wrenches to turn off gas and water supplies
- ❑ First-aid kit and handbook
- ❑ Flashlights with extra bulbs and fresh batteries
- ❑ Portable battery-powered radio or television and extra fresh batteries
- ❑ Water for each family member for at least three days (allow at least one gallon per person per day) and purification tablets or chlorine bleach to purify drinking water from other sources
- ❑ Canned and packaged foods, enough for three days, and at least an additional four-day supply readily accessible for use if you are confined to home. Don't forget a mechanical can opener and extra pet food!
- ❑ Camp stove or barbecue to cook on outdoors (store fuel out of the reach of children)
- ❑ Waterproof, heavy-duty plastic bags for waste disposal
- ❑ Copies of personal identification, such as driver's licenses, passports, and work identification badges, and copies of medical prescriptions and credit cards
- ❑ An extra set of car keys and house keys
- ❑ Matches in waterproof container
- ❑ Map of the area marked with places you could go and their telephone numbers
- ❑ Cash and coins
- ❑ Special items, such as denture needs, contact lenses and supplies, extra eyeglasses, and hearing aid batteries
- ❑ Items for seniors, disabled persons, or anyone with serious allergies
- ❑ Items for infants, such as formula, diapers, bottles, pacifiers, powdered milk, and medications not requiring refrigeration

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Plan Ahead



1. Create a family disaster plan; practice and maintain the plan.
2. Make and complete a checklist.
3. Plan home escape routes.
4. Conduct fire and emergency evacuation drills at least twice a year and include your pets in your evacuation and sheltering drills.
5. Test your smoke alarms once a month (daylight savings time or birthdays) and replace batteries at least once a year in battery-powered smoke alarms.
6. Make sure each member of your family knows what to do no matter where they are when earthquakes occur.
   - Establish two meeting places where you can all reunite afterward: one right outside your home, in case of a sudden emergency, and one outside your neighborhood in case you cannot return home or are asked to leave your neighborhood.
   - Find out about the earthquake plan developed by your children's school or day care.
   - Remember that since transportation may be disrupted, you may have to stay at your workplace for a day or twofollowing a major earthquake. Keep some emergency supplies—food, liquids, and comfortable shoes, for example—at work.
   - Pick two out-of-town contacts:
     - A friend or relative who will be your household's **primary** contact,
     - A friend or relative who will be your household's **alternative** contact.
7. Know where your gas, electric, and water main shutoffs are and how to turn them off if there is a leak or electrical short; if in doubt, ask your utility companies. Make sure that all the older members of your family can shut off the utilities.
8. Locate your nearest fire and police stations and emergency medical facility. Remember that telephones may not work after an earthquake. If you can, use your land line rather than your cell phone to call 911, but only if you need emergency help.
9. Talk to your neighbors—how could they help you, or you help them, after an earthquake?
10. Take a Red Cross first aid and cardiopulmonary resuscitation (CPR) training course.
11. Make arrangements with friends or relatives to temporarily house **your pets** after disasters because emergency shelters will not accept pets.
12. If your home is located near a steep hillside, in an area near the shore of a body of water or below a dam, check with your local building or planning department to see if you are in a landslide, tsunami or dam inundation zone. Plan for how, when, and where your family should evacuate.

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WHAT TO DO *AFTER* AN EARTHQUAKE

Wear sturdy shoes to avoid injury from broken glass and debris.
Expect aftershocks.

Check for Injuries

1. If a person is bleeding, put direct pressure on the wound. Use clean gauze or cloth, if available.
2. If a person is not breathing, administer rescue breathing. The front pages of many telephone books contain instructions on how to do it along with detailed instructions on other first-aid measures.
3. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
4. Cover injured persons with blankets to keep them warm.
5. Seek medical help for serious injuries.

Check for Hazards

1. *Fire or fire hazards.* Put out fires in your home or neighborhood immediately. Call for help, but don't wait for the fire department.
2. *Gas leaks.* Shut off the main gas valve only if you suspect a leak because of broken pipes or the odor of natural gas. Don't turn it back on yourself—wait for the gas company to check for leaks.
3. *Damaged electrical wiring.* Shut off power at the control box if there is any damage to your house wiring.
4. *Downed or damaged utility lines.* Do not touch downed power lines or any objects in contact with them.
5. *Spills.* Clean up any spilled medicines, drugs, or other potentially harmful materials such as bleach, lye, and gasoline or other hazardous materials.
6. *Downed or damaged chimneys.* Approach chimneys with caution. They may be weakened and could topple during aftershocks. Don't use a fireplace with a damaged chimney—it could start a fire or let poisonous gases into your house.
7. *Fallen items.* Beware of items tumbling off shelves when you open the doors of closets and cupboards.

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Check Your Food and Water Supplies

1. If power is off, plan meals to use up foods that will spoil quickly, or frozen foods. If you keep the door closed, food in your freezer should be good for at least a couple of days.
2. Don't light your kitchen stove if you suspect a gas leak.
3. Use barbecues or camp stoves, outdoors only, for emergency cooking.
4. If your water is off, you can drink supplies from water heaters, melted ice cubes, or canned vegetables. Try to avoid drinking water from swimming pools or, especially, spas—it may have too many chemicals in it to be safe.

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Do Not . . .

- **Do not** eat or drink anything from open containers near shattered glass.
- **Do not** turn the gas on again if you turned it off; let the gas company do it.
- **Do not** use matches, lighters, camp stoves or barbecues, electrical equipment—including telephones—or appliances until you are sure there are no gas leaks. They may create sparks that could ignite leaking gas and cause an explosion and fire.
- **Do not** use your telephone, except for a medical or fire emergency. You could tie up lines needed for emergency response.
  If you need help and the phone doesn't work, send someone for help.
- **Do not** expect firefighters, police, or paramedics to help you right away. They may not be available.

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RESOURCE ORGANIZATIONS

Some of the organizations listed below have information to help you strengthen your home against earthquakes and help you and your family prepare a personal earthquake response plan. Other resources that can help you may be available in your community; check your local telephone directory.

Home Safety Information

Office of Emergency Services

Main Office
Information and Public Affairs
P.O. Box 419047
Rancho Cordova, CA 95741-9047
Telephone: (916) 845-8400
http://www.oes.ca.gov

Regional Offices:

Coastal Region
1300 Clay Street, Suite 408
Oakland, CA 94612
Telephone: (510) 286-0895

Inland Region
P.O. Box 419047
Rancho Cordova, CA 95741-9047
Telephone: (916) 845-8470

Inland Region South
2550 Mariposa Mall, Room 181
Fresno, CA 93721
Telephone: (559) 445-5672

Southern Region
4671 Liberty Avenue
Los Alamitos, CA 90720
Telephone: (562) 795-2900

California Seismic Safety Commission

1755 Creekside Oaks Drive, Ste. 100
Sacramento, CA 95833
Telephone: (916) 263-5506
www.seismic.ca.gov

California Earthquake Authority

801 K Street, Suite 1000
Sacramento, CA 95814
Telephone: (877) 797-4300
http://www.earthquakeauthority.com

Structural Safety Information

American Institute of Architects

Local chapters have referral lists of licensed architects; consult telephone directory listing for "American Institute of Architects."
http://www.aia.org

Structural Engineers Association of California

1730 I Street, Suite 240,
Sacramento, CA 95814-3017
Telephone: (916) 447-1198
http://www.seaoc.org
Local chapter organizations have referral list for licensed structural engineers as follows:

San Diego	- http://www.seaosd.org
Southern California	- http://www.seaosc.org
Northern California	- http://www.seaonc.org
Central California	- http://www.seaocc.org

American Society of Home Inspectors

932 Lee Street, Suite 101
Des Plaines, IL 60016
Telephone: (800) 743-2744
http://www.ashi.com
Referral list of licensed inspectors.

Building Education Center

812 Page Street
Berkeley, CA 94710
Telephone: (510) 525-7610
http://www.bldgeductr.org

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California Real Estate Inspection Association
1445 N. Sunrise Way, Suite 101
Palm Springs, CA 92262
Telephone: (800) 848-7342 (information)
http://www.creia.org/
Call for pamphlet describing house inspection services offered by members and referrals to qualified members.

Consulting Engineers and Land Surveyors of California
1303 J Street, Suite 450
Sacramento, CA 95814
Telephone: (916) 441-7991
http://www.celsoc.org/
A referral list for licensed engineers is available.

International Code Council
5360 Workman Mill Road
Whittier, CA 90601-2298
Telephone: (800) 284-4406
http://www.iccsafe.org

Geologic Information

Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604
Telephone: (510) 464-7900
http://www.abag.ca.gov
A consortium of local governments in the San Francisco Bay Area, offering a variety of information, including lists of local resources.

California Geological Survey
California Department of Conservation
801 K Street, MS 12-30
Sacramento, CA 95814
Telephone: (916) 445-1825
http://www.consrv.ca.gov/cgs
The CGS is the state agency responsible for geological research, mapping, and policy. It provides maps and other information to the general public.

Southern California Earthquake Center
University of Southern California
3651 Toursdale Parkway, Suite 169
Los Angeles, CA 90089-0742
Telephone: (213) 740-5843
http://www.scec.org

United States Geological Survey
Earth Science Information Center
345 Middlefield Road
Menlo Park, CA 94025
Telephone: (650) 853-8300
http://www.usgs.gov
This is the federal agency responsible for geological and earthquake hazard research, mapping, and policy. It provides maps and other information to the general public.

Cities and Counties
Consult your telephone directory under city or county government listings for the office of emergency services or disaster management, city or county building and planning department, and city or county government geologist.

Emergency Planning Information

Federal Emergency Management Agency
Region IX
1111 Broadway, Suite 1200
Oakland, CA 94607
Telephone: (510) 627-7100
http://www.fema.gov
FEMA offers a publications lists and referrals to preparedness organizations. FEMA also provides information on Federal Disaster Aid Programs that become available after Federal disasters.

American Red Cross
Consult your telephone directory for the address and phone number of your local chapter.
http://www.redcross.org

Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A



HOW TO FILL OUT THE DISCLOSURE FORM

When you sell a home that was built before 1960, you are required to fill out the form shown on the next page.

- Sellers must hand buyers a **completed** disclosure report.
- Sellers must answer the questions to the best of their knowledge.
- If a question on the form describes only part of your house—for example if part of your house is anchored to the foundation and the other part is not—sellers should answer the question with a "NO" because a portion of the house is not properly anchored.
- Sellers are not required to remove siding, drywall, or plaster in order to answer the questions.
- Sellers are not required to hire anyone to inspect their homes.
- Sellers are not required to fix the weaknesses before they sell their homes.

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Residential Earthquake Hazards Report (2005 Edition)

NAME	ASSESSOR'S PARCEL NO.
Sameh Kedes	
16829 Daryl Ave	413-23-53
STREET ADDRESS	YEAR BUILT
Ashland, Alameda County	1948
CITY AND COUNTY	ZIP CODE
	94580

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	☑	☐	☐	☐	12
2. Is the house anchored or bolted to the foundation?	☐	☑	☐	☐	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	☐	☐	☐	☑	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☑	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☑	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	☐	☐	☑	☐	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☑	☐	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☐	☐	☑	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	☐	☐	☑	☐	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	*To be reported on the Natural Hazards Disclosure Report*				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					36

Keep your copy of this form for future reference

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY AuthentiSIGN

Sameh Kedes — 09/08/26

(Seller) (Seller) Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer) (Buyer) Date

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.

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Authentisign ID: C9A821C8-F5AB-F111-9B33-000D3A4FF82A

BOE-64 (FRONT) REV. 4 (8-02)

CLAIM FOR SEISMIC SAFETY CONSTRUCTION EXCLUSION FROM ASSESSMENT

(Section 74.5 of the Revenue and Taxation Code)

This form must be filed with the Assessor prior to, or within 30 days of, completion of construction.

FOR ASSESSOR'S USE ONLY

☐ Received _____

☐ Approved _____

☐ Denied _____

Reason for denial _____

_____

SAMPLE FORM
for Santa Clara County

PROPERTY DESCRIPTION

Parcel No.(s) _____

_____

Address _____

_____

_____

STATEMENTS

1. As the owner of the property described above, I completed, or will complete, construction on this property on _____, and therefore claim the construction exclusion from assessment provided by section 74.5 of the California Revenue and Taxation Code.
2. I understand this exclusion from assessment is applicable only to seismic retrofitting improvements and improvements utilizing earthquake hazard mitigation technologies, to an existing building or structure and is not applicable to alterations, such as new plumbing, electrical, or other added finishing materials, made in addition to seismic-related work performed on an existing structure.
3. I further understand this exclusion from assessment does not encompass the exclusion provided by Revenue and Taxation Code section 70(d) pertaining to the portion of reconstruction or improvement to a structure, constructed of unreinforced masonry bearing wall construction, necessary to comply with any local ordinance relating to seismic safety during the first 15 years following that reconstruction or improvement.
4. The property owner, primary contractor, civil engineer, or architect ☐ has ☐ has not certified to the building department those portions of the project that are seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies.

THIS EXCLUSION EXPIRES UPON CHANGE IN OWNERSHIP OF THE PROPERTY

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE

DATE

DAYTIME PHONE NO.
( )

Only the owner or a co-owner of the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign.

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to the claim.

SUPPORTING DOCUMENTS MUST BE FILED WITHIN SIX MONTHS OF COMPLETION OF THE PROJECT.