



AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS

(C.A.R. Form AVID, Revised 12/21)

This inspection disclosure concerns the residential property situated in the City of Palm Springs,
County of RIVERSIDE, State of California, described as 2403 Oakcrest Drive ("Property").

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

Inspection Performed By (Real Estate Broker Firm Name) Keller Williams Realty Palm Springs

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

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

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

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

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

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

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

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

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

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

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

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

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

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AVID REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials X / X _____ Seller's Initials X / X _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Keller Williams Realty, 435 N. Indian Canyon Drive Palm Springs CA 92262
Jason S. Allen

Phone: 7603251900 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

2403 Oakcrest Dr.

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____.
Inspection Performed By (Real Estate Broker Firm Name) Keller Williams Realty Palm Springs
Inspection Date/Time: 11/01/2022 1:10 PM Weather conditions: Sunny and clear
Other persons present: Joseph Dauphine. Seller

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): _____

Living Room: _____

Dining Room: _____

Kitchen: sink discolored

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # 2: Guest: solar tube above bed appears to be masked; shutters appear damaged

Bedroom # ____: _____

Bedroom # ____: _____

Bath # 1: Main: sink stoppers appear to not work; sinks are discolored

Bath # 2: Guest: sinks are discolored

Bath # ____: _____

Other Room: _____



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

Other: _____

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): Driveway cracked and discolored

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: tiled floors through parts of the home have discolored grout; artwork on walls may leave holes in walls once removed

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection) Keller Williams Realty Palm Springs
By Jason S. Allen Date 11-2-22
(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 X _____ Date _____
Buyer X _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Seller JD / X _____
Real Estate Broker (Firm Representing Seller) Keller Williams Realty Palm Springs
By Jason S. Allen Date 11-2-22
(Associate Licensee or Broker Signature)

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

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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

2403 Oakcrest Dr.





CALIFORNIA
ASSOCIATION
OF REALTORS®

TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/16)

This addendum is given in connection with the property known as 2403 Oakcrest Drive, Palm Springs, CA 92264
in which _____ ("Property"),
and _____ is referred to as ("Buyer")
Joseph Dauphine is referred to as ("Seller").

1) AVID, Exterior Building:

Front walkway: concrete cracked and discolored.

Front patio: some tiles cracked; grout is discolored in areas; paint peeling on stucco walls. Rear Patio: tiles are of two tones; some tiles cracked; grout discolored in some areas; paint peeling on fence; some vegetation appears distressed

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer _____ Date _____

Buyer _____ Date _____

Seller Joseph Dauphine Date 11-2-22

Seller _____ Date _____

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