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# Receipt for Documents

380 Colorado Ave., Palo Alto, CA 94306

*The following documents are a part of the Real Estate Purchase Contract. The undersigned and/or initialed acknowledges receipt of the following disclosures and reports. Information contained in these disclosures and reports from public, third parties, and seller deemed to be reliable. However, neither listing agent nor seller have verified any of the information in these disclosures and reports. Buyer is advised to independently verify information, conduct their own inspections about the property and to verify school enrollment availability, remodeling and development possibilities. Buyer-generated disclosures will only be reviewed and signed by seller upon acceptance of the offer.*

#	Documents	Pages
	<b>Seller's Disclosures</b>	620
1	Disclosure Regarding Real Estate Agency Relationships (READ)	2
2	Advisory And Consent Regarding Multiple Agency and Dual Agency (CMDA)	1
3	Real Estate Transfer Disclosure Statement (TDS)	3
4	Supplemental Seller Checklist (SSC)	15
5	Residential Earthquake Hazards Report (EHR)	1
6	Real Estate Broker Square Footage & Lot Size Advisory and Disclosure (SFLA)	1
7	2021 SSC Attachment	1
8	Certification of Compliance with Water Heater, Smoke Alarm and Carbon Monoxide Devcie Requirements	1
9	Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice	2
10	Lead-based Paint and Lead-based Paint Hazards Disclosure and Acknowledgment	1
11	Seller's Foreign Status - Zhou	1
	Seller's Foreign Status - Wang	1
	FIRPTA PRDS Form - Zhou	2
	FIRPTA PRDS Form - Wang	2
12	FIRPTA Notice for Buyer and Seller by The First American Title	1
13	Advisory Regarding Market Conditions, Multiple and Non-Contingent Offers, Financial/Appraisal and Property Condition	2
14	San Mateo/Santa Clara Counties Advisory	18
15	Wire Fraud & Electronic Funds Transfer Advisory	1
16	Confirmation of Real Estate Agency Relationships	1
17	Buyer Inspection Advisory	1
18	City of Palo Alto Parcel Report	1
19	Property Detail Report by CoreLogic	3
20	Flood Map by CoreLogic	1
21	Property Profile by First American Title	2
22	Tax Map by First American Title	1
23	School Information by First American Title	8
24	Covers or Signature pages of Reports and Lease	10
25	MLS Printout	4
26	Floor Plans by Matterport	1
27	Disclosure of PGE Gas Pipeline Locations	1
28	Megan's Law Data Base Disclosure	1
29	Listing Agent Visual Inspection Disclosure (AVID)	2
	<b>Reports</b>	
30	Preliminary Title Report by First American Title (including links to CC&Rs, Supplement Legal Description 01_M_97, etc)	14
31	Natural Hazard Disclosures Statement/NHD, Environmental, Tax Data Reports by JCP Report	51
	Summary	3
	Signature Pages	2
32	Property Inspection by Wellhouse Home Inspection	23

33	Termite Inspection by J & M Termite	7
34	Roof Inspection by Roof Inspection & Repair Services	4
35	Invoices or Quotes for Updates and Repairs	11
36	Past Disclosures/Reports from 2017	148
37	Past Disclosures/Reports from 2015	139
38	2020 Homeowner's Combined Information Guides (Incl.: Earthquake Safety, Environmental Hazards, Lead, and HERS)	124
	2020 Homeowner's Combined Information Guides: Acknowledgement Receipt	1
39	Invoices of Updates and Repairs	
40	Lease, ADM, Extension, and Termination & MIMO Inspection Agreements	27
	Lease, Extension, and Termination Agreements: Acknowledgment Receipt	1

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Buyer and Buyer's Agent acknowledge receipt of the above listed documents:

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

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

Agent: \_\_\_\_\_ Date: \_\_\_\_\_



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**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIPS**  
(As required by Civil Code)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code Section 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. 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 REPRESENTATIVES**

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 his or her 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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer/Seller/Landlord/Tenant Ye Zhou AuthentiSIGN 10/04/2021 10:46:07 PM PDT Date 10/04/2021

Buyer/Seller/Landlord/Tenant Wenyan Wang AuthentiSIGN 10/4/2021 10:43:43 PM PDT Date 10/04/2021

Agent Liu Real Estate DRE Lic. # 01900942  
Real Estate Broker (Firm)

By Elaine Jia Liu AuthentiSIGN 10/4/2021 10:00:14 PM PDT DRE Lic. # 01900942 Date 10/04/2021  
Person or Broker-Associate, if any)

**CIVIL CODE SECTIONS 2079.13-24 (2079.16 APPEARS ON THE FRONT)**

2079.13 As used in Sections 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 Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 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 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 Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 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 Section 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 Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 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) "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 Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "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. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to 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.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 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 READ 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.

**CONFIRMATION:** The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)	
Seller's Agent	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)	
Buyer's Brokerage Firm	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)	
Buyer's Agent	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> 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 Section 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 Section 2079.14 and Section 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 contract between the principal and agency 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.

**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.



**PRDS® ADVISORY AND CONSENT REGARDING  
MULTIPLE AGENCY AND DUAL AGENCY**  
DESIGNED FOR USE WITH PRDS® PURCHASE CONTRACT



Real estate brokerage companies vary in terms of number of sales agents and branch offices. Larger brokerages may, at any one time, service hundreds of listings and address the needs of thousands of individual clients. Client is advised that such circumstance, coupled with limited housing inventories and expanding demand for homes, can engender vigorous competition for the same property by numerous buyers and result in situations (referred to herein as "Multiple Agency") wherein two or more sets of buyers *are represented by agents from the same brokerage company*. Related to Multiple Agency (and included within the scope of that term for purposes of this document) are situations wherein a buyer client is introduced to and shown properties that are listed with the same brokerage to which that buyer's agent belongs.



"Dual Agency" arises when (1) both the buyer and seller of a particular property are represented by the same, individual agent or (2) the buyer and seller are separately represented by different agents of the same brokerage company. Dual Agency is recognized and accepted under California law as a legally authorized agency relationship, and is addressed in the "Disclosure Regarding Real Estate Agency Relationships" form required by Civil Code Section 2079.13, et seq. and provided to Client. When consented to by the subject buyer and seller, a listing agent is thus permitted by law to represent said listing agent's own buyer client (if any) in the showing and eventual sale of property listed by that agent, and may present offers for that buyer on properties listed by other agents affiliated with the same brokerage. Client is nevertheless advised, and acknowledges and understands, that conflicts of interests can and do arise in Dual Agency situations due to the inherently competing interests of buyers and sellers of a particular property and the fact that one single brokerage company, and the agent(s) involved, owe a fiduciary duty to buyer and seller both.

As to any such conflict or dispute, Client understands and agrees that Agent may seek guidance and counsel from Agent's managing broker or broker of record (as applicable) to assist in achieving a fair and impartial resolution. Client acknowledges and accepts Agent's affirmation of brokerage fiduciary duties and responsibilities and Agent's commitment to devote best efforts to fairly and ably resolve such conflicts and other disputes in a manner that favors the interests of neither party over the other. Additionally, Client accepts that, although Agent commits to the full and faithful disclosure to both Buyer and Seller of all material information (of which Agent is aware) reasonably bearing on value or desirability of the subject property, Agent will not (without written consent):

- (a) reveal to Buyer the fact or extent of any willingness by Seller to sell the property at a price, and/or upon terms, less than those set forth in the subject listing;
- (b) reveal to Seller the highest price and/or most Seller-favorable terms upon which Buyer is willing to buy the property; or
- (c) reveal to the other party to the transaction any information relating to any family, financial, health, occupational or other circumstance, purpose or motivation (not relating to condition, value or desirability of the property) that might influence or otherwise bear on Buyer's or Seller's decision to purchase or sell the property.

Client acknowledges and accepts the foregoing limitations and exceptions regarding disclosure by Agent, and acknowledges Agent's advice and recommendation to confer with legal counsel regarding Multiple Agency and Dual Agency and any decision to proceed on the basis thereof.

**Client affirms that Client has read and considered the foregoing, and that Client expressly consents to, and hereby agrees to allow Agent and Agent's Broker to proceed on the basis of, Multiple Agency and Dual Agency on Client's behalf as explained herein.**

_____	_____		10/04/2021
Client (Buyer)	Date	Client (Seller) <b>Ye Zhou</b>	Date
_____	_____		10/04/2021
Client (Buyer)	Date	Client (Seller) <b>Wenyan Wang</b>	Date
_____	_____		10/04/2021
Agent for Client (Buyer)	Date	Agent for Client (Seller) " <b>Elaine</b> " <b>Jia Liu</b>	Date
_____	_____	<b>Liu Real Estate</b>	_____
Brokerage Company (please print)		Brokerage Company (please print)	



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STATE TRANSFER DISCLOSURE STATEMENT DESIGNED FOR USE WITH PRDS® FORMS



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Palo Alto, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 380 Colorado Ave. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (DATE) October 18th 20 21. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS:

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures: Property Inspection Report, Pest Inspection Report, Roof Inspection Report, Past disclosures/reports from 2015 & 2017
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 not occupying the property.

A. The subject property has the items checked below (read across):\*

- Range, Dishwasher, Washer/Dryer Hookups, Burglar Alarms, T.V. Antenna, Central Heating, Wall/Window Air Conditioning, Septic Tank, Patio/Decking, Sauna, Hot Tub, Locking Safety Cover\*, Security Gate(s), Garage: Attached, Pool/Spa Heater: Gas, Water Heater: Gas, Water Supply: City, Gas Supply: Utility, Window Screens, Oven, Trash Compactor, Smoke Detector(s), Carbon Monoxide Device(s)\*, Satelite Dish, Central Air Conditioning, Sprinklers, Sump Pump, Built-in Barbeque, Pool, Child Resistant Barrier\*, Automatic Garage Door Opener(s)\*, Not Attached, Solar, Water Heater Anchored, Braced, or Strapped\*, Well, Bottled, Window Security Bars, Quick Release Mechanism on Bedroom Windows\*, Microwave, Garbage Disposal, Rain Gutters, Fire Alarm, Intercom, Evaporator Cooler(s), Public Sewer Systems, Water Softener, Gazebo, Spa, Locking Safety Cover\*, Number of Remote Controls 2, Carport, Electric, Private Utility or Other, Water-Conserving Plumbing Fixtures

[\*See related note, page 2]

Exhaust Fan(s) in Baths, Kitchen 220 Volt Wiring in Laundry Fireplace(s) in Living room
Gas Starter Living room Roof(s): Type Concrete Tile Age: 9 (approx.)
Other:

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No.
If yes, then describe. (Attach additional sheets if necessary):

(\* see note on Page 2)

Buyer and Seller acknowledge receipt of a copy of this page.
Seller's Initials (UE) ( )

Buyer's Initials ( ) ( )

PRDS® REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

- [ ] Interior Walls [ ] Ceilings [ ] Floors [ ] Exterior Walls [ ] Insulation [ ] Roof(s) [ ] Windows [ ] Doors [ ] Foundation [ ] Slab(s) [ ] Driveways [ ] Sidewalks [ ] Walls/Fences [ ] Electrical Systems [ ] Plumbing/Sewers/Septics [ ] Other Structural Components

Describe: \_\_\_\_\_

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

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1984, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with Section 1101.4 of the Civil Code.

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

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

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

2. Fences shared with neighbors

D. Seller Certification:

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

Seller's Initials ( [Signature] ) ( [Signature] )

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials ( ) ( )

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 DocuSigned by: Ye Zhou 10/20/2021
Seller Wenyan Wang 10/20/2021

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:

- Agent notes no items for disclosure.
See attached Real Estate Agent's Visual Inspection Disclosure.
Agent notes the following items:
1. The property was rented to one family from 12/1/2017 - 10/1/2021. Seller discloses all the facts they know based on the tenant's repair requests and records (refer to "2021 SSC Attachment") and the past disclosures in 2015 & 2017 obtained at purchase.

Agent (Broker Representing Seller) Liu Real Estate By Liu 10/19/2021

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:

- Agent notes no items for disclosure.
See attached Real Estate Agent's Visual Inspection Disclosure.
Agent notes the following items:

Blank lines for agent disclosure text.

Agent (Broker obtaining the Offer) By Date

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(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Ye Zhou 10/20/2021
Seller Wenyan Wang 10/20/2021
Agent (Broker Representing Seller) Liu Real Estate By Liu 10/19/2021
Agent (Broker obtaining the Offer) By Date

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

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

NOTE: EXEMPT TRANSFERS (TDS not required) include, but are not limited to, the following: transfers by a fiduciary of a decedent's trust or estate; transfers by foreclosure of trustee's sale or by deed in lieu of foreclosure; transfers to a spouse or a direct blood relative; transfers among co-owners; transfers requiring a "public report" (Bus. & Prof Code § 11018.1) or pursuant to Bus. & Prof Code § 11010.4.





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**PRDS® SUPPLEMENTAL SELLER CHECKLIST**  
DESIGNED FOR USE WITH PRDS® FORMS



Property: 380 Colorado Ave Palo Alto CA 94306

THE INFORMATION ENTERED ON THIS DISCLOSURE FORM IS PROVIDED BY SELLER ONLY. THIS DOCUMENT IS SOLELY A SUPPLEMENTAL DISCLOSURE; IT IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, ANY PART OF THE PURCHASE CONTRACT.

**▲ SELLER CAUTION:** SELLER IS URGED TO CAREFULLY REVIEW THE PRDS SELLER ADVISORY REGARDING COMPLETING THE TDS AND OTHER DISCLOSURE DOCUMENTS PRIOR TO COMPLETING THIS FORM.

**▲ BUYER CAUTION:** BUYER IS URGED TO CAREFULLY REVIEW THE PRDS SAN MATEO/SANTA CLARA COUNTIES ADVISORY IN CONNECTION WITH REVIEWING THIS FORM.

**▲ GENERAL CAUTION:** The information provided in this Disclosure form is from Seller and NOT the Broker(s) or individual real estate licensees. Unless specified in writing, the real estate licensees involved in the transaction have not verified, and will not verify any of the information provided by Seller. Although licensed to list, sell and lease real estate, Broker(s) may not have expertise on the information in this form.

**SELLER SHALL RESPOND TO EACH AND EVERY QUESTION BELOW**

If Seller is aware of any issues, conditions and/or problems, whether past or present, and whether or not previously repaired, relating to the Property, Seller shall provide a detailed explanation as specified in each Question. Seller shall attach a complete copy of all requested Documents as that term is defined below.

If additional space is needed to fully respond to any questions attach additional page(s).

**PART I. DEFINITION OF TERMS:** When there are terms in any of the questions that start with a capital letter, refer to the full definitions listed below and/or as defined in each question, so as to respond as completely as possible to all questions.

The term “**Disclosures**” in this form includes but is not limited to the Transfer Disclosure Statement (TDS), Supplemental Sellers Checklist (SSC), Seller Property Questionnaire (SPQ), Exempt Seller Disclosure (ESD), Natural Hazard Disclosure Statement (NHDS), Lead Addendum, Agent Visual Inspection, or any other written statement of knowledge about the Property completed by anyone.

The term “**Reports**” in this form includes but is not limited to structural pest, general home inspection, contractor inspection, geological or soils report, roof, pool/spa, septic, well, chimney, engineering or any other report or study regarding component(s) or issues, conditions and/or problems with any aspect of the Property.

The term “**Documents**” in this form includes but is not limited to notices, letters or rulings from any governmental entity, Reports, Disclosures, proposals, bids, estimates, invoices, billing statements, contracts, plans, drawings, videos, photographs, pictures in any format, warranties, information and operational manuals, permits, letters, and/or electronic communications including emails and social media postings.

The term “**Work**” in this form includes but is not limited to alterations, improvements, modifications, additions, corrections and/or repairs to any component or aspect of the Property whether or not there are any issues, conditions and/or problems with the Property.

The term “**Maintenance**” or “**Maintain**” in this form includes but is not limited to any Work or necessary tasks that are ongoing and/or repeated over any period of time in order to avoid or prevent issues, conditions or problems with the Property, any components of the Property, or any equipment at the Property from occurring or recurring.

**PART II. DISCLOSURES AND REPORTS (please refer to Definitions of Disclosures/Reports in Part I):**

A. Do you have any Disclosures and/or Reports regarding the Property that you received before or prior to your ownership of the Property? . . . . . YES  NO   
If Yes, attach all Disclosures and/or Reports.

B. Do you have any Reports regarding the Property that you have received during your ownership? . . . . . YES  NO   
If Yes, attach all Reports

Seller's Initials: ( YE ) ( WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**PART III. ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, ADDITIONS, CORRECTIONS AND/OR REPAIRS ("WORK")**  
(please refer to Definition of Work in Part I):

A. Do you have any Documents regarding any Work done on and/or at the Property before or prior to your ownership of the Property? . . . . . YES  NO   
If Yes, attach those Documents. 2015 & 2017 Disclosures

B. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property before or prior to your ownership? . . . . . YES  NO   
If Yes, state:

What Work was done?	Who performed the Work?	Were they Licensed?	Permits?	Work Finaled?
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

C. Do you have any Documents regarding any Work done on the Property during your ownership? . . . . . YES  NO   
If Yes, attach those Documents. 2021 SSC Attachment

D. Aside from any information that is contained in the Documents that you are providing, do you have any additional knowledge about Work done on the Property during your ownership? . . . . . YES  NO

What Work was done?	Who performed the Work?	Were they Licensed?	Permits?	Work Finaled?
See "2021 SSC Attachment"	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
_____	_____	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

E. Have you experienced any issues, conditions and/or problems with the Work described in PART III Sections A, B, C and/or D? . . . . . YES  NO

If Yes, provide all of the following information for each issue, condition and/or problem (Attach additional pages if necessary):

1. What was the nature of the issues, conditions and/or problems? \_\_\_\_\_
2. What steps were taken to correct the issues, conditions and/or problems? \_\_\_\_\_
3. Who did the corrective Work? \_\_\_\_\_
4. How often was corrective Work done? \_\_\_\_\_
5. Was the person/entity who did the Work licensed? \_\_\_\_\_

6. Were permits obtained for the Work? . . . . . YES  NO
7. Was the Work finaled? . . . . . YES  NO
8. Do you have any Documents relating to issues, conditions and/or problems described in any of the Questions in Sections E-I through E-7? . . . . . YES  NO   
If Yes, attach all Documents.

**PART IV. MAINTENANCE (please refer to Definition of Maintenance/Maintain in Part I):**

A. Describe what you or others on your behalf (e.g., manufacturers, professionals, handymen, etc.) have done to maintain the Property:  
**Gardener service and Gutter-roof cleaning**

Seller's Initials: ( UE ) ( WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

B. Are you aware of any Maintenance that has been recommended by anyone (including any former owner) and/or is required to be performed on any aspect of the Property? . . . . . YES  NO 
If Yes, state what Maintenance has been recommended and/or done: \_\_\_\_\_

C. Are you aware of any Maintenance that has not been done on the Property or was deferred? . . . . . YES  NO 
If Yes, state what Maintenance has not been done or was deferred: \_\_\_\_\_

D. Attach all Documents regarding any MAINTENANCE whether MAINTENANCE was done or was not done.

PART V. SPECIFIC SELLER DISCLOSURES:

A. WATER INTRUSION. (Including but not limited to leaks, moisture and/or persistent dampness, whether or not the area dried out):

1. Are you aware of or have you experienced any Water Intrusion into, from and/or through any aspect of the Property? . . . . . YES  NO

If Yes, check all applicable locations:

- Roofs and/or gutters over any structure  Attics  Decks and/or balconies irrespective of location
 Skylights and/or windows  Siding  Doors  Interior of any structure  Floors and/or flooring surfaces
 Basements and/or crawl spaces  OTHER \_\_\_\_\_

2. For each of the areas where there has been Water Intrusion, describe all of the following: (a) what type of Water Intrusion; (b) the frequency of the Water Intrusion; (c) what damage occurred, if any; (d) what Work was done; (e) who did the Work; (f) if Work was done, did the Water Intrusion recur? \_\_\_\_\_

3. Attach all Documents regarding any past or current WATER INTRUSION.

B. SURFACE/SUBSURFACE WATER/MOISTURE CONTROL. Are you aware of or have you experienced and/or used any of the following:

Table with 3 columns: Question, Your Property, Adjacent Property. Rows include Standing/ponding water, Flooding, Surface or subsurface streams, High water table, Drainage system, Sump-pump, Sub-area basement fan, Moisture barrier, Water run-off, and Any other water issues.

If Yes to any of the Questions in Sections B-1 through B-10, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current SURFACE/SUBSURFACE WATER/MOISTURE CONTROL.

C. CRACKS, SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY.

1. Are you aware of past or present (including previously repaired) exterior and/or interior CRACKS in any of the following (check all that apply):  Foundation  Steps  Stairs  Patios  Decks  Balconies
 Basement  Crawlspace  Boundary walls  Retaining walls  Walkways  Sidewalks  Driveways
 Chimney(s)  Ceilings  Beams  Doorways  Interior walls  Exterior walls  Floors  Slabs
 OTHER \_\_\_\_\_  NONE

Seller's Initials: ( UE ) ( WW )

Buyer's Initials: ( ) ( )

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? Patio: backyard; Crawlspace: see Property Report

Exterior walls and Balconies: hairline cracks; Floors: in garage

Attach all Documents regarding any past and/or current **CRACKS**. 2015 Disclosures: fixed kitchen floor squeaks

- 2. Are you aware of past or present (including previously repaired) **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY** in any of the following (**check all that apply**):  Foundation  Steps  Stairs  Patios  Decks  Balconies  Basement  Crawlspace  Boundary walls  Retaining walls  Walkways  Sidewalks  Driveways  Chimney(s)  Ceilings  Beams  Doorways  Interior walls  Exterior walls  Floors  Slabs  OTHER \_\_\_\_\_  **NONE**

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? Pavers sink in right corner of the driveway

and in the middle of the pathways on both sides of the house.

Attach all Documents regarding any past and/or current **SETTLEMENT, MOVEMENT, SLIPPAGE OR INSTABILITY**.

- 3. Are you aware of the past and/or current use of any of the following **DEVICES (If Yes, check all that apply)**:  Foundation jacks  Foundation pier supports  Shims  OTHER \_\_\_\_\_  **NONE**

If Yes to any of the Questions in Section C-1 through C-3, describe all of the following: (a) the issues, conditions and/or problems which necessitated each corrective device; (b) the specific location of each corrective device; (c) who installed or used each corrective device; (d) when was each corrective device installed or used; (e) was each corrective device effective or did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current **DEVICES**.

**D. SOILS.** Are you aware of or have you experienced any issues, conditions and/or problems with the following:

	<b>Your Property</b>		<b>Adjacent Property</b>	
1. Landfill (of any material)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
2. Grading?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
3. Compaction?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
4. Cut and fill?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
5. Landslide?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
6. Earth movement, slippage or sliding?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
7. Earth Settlement?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
8. Erosion?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
9. Any other soil issues, conditions and/or problems?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

If Yes to any of the Questions in Section D-1 through D-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current **SOILS** issues, conditions and/or problems.

**E. EXTERIOR ELEMENTS.** Are you aware of the following (If Yes, check all that apply):

- 1. Repair, restoration, replacement (full or partial) of any of the following:  Roof  Gutters  Downspouts  Eaves  Awnings  Skylights  Steps  Stairs  Patios  Decks  Balconies  Siding  Windows  OTHER \_\_\_\_\_  **NONE**
- 2. Blockages in  Gutters  Downspouts  OTHER \_\_\_\_\_  **NONE**

Seller's Initials: ( UE ) ( WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

If Yes to any of the Questions in Section E-1 through E-2, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

See 2021 SSC Attachment; 2015 & 2017 Disclosures

Attach all Documents regarding any past and/or current issues, conditions and/or problems with EXTERIOR ELEMENTS.

F. INTERIOR ELEMENTS. Are you aware of or have you experienced any issues, conditions and/or problems with the following:

- 1. Squeaking, sloping or out-of-level floors? YES NO
2. Stains, scratches, discoloration, warping, cupping, chipping, cracking, sponginess, or other defects (including those covered by rugs or furnishings) relating to wood, tile, linoleum, stone or any other flooring surface? YES NO
3. Carpets that are damaged or defective (e.g., stains, spots, tears or odors)? YES NO
4. Windows and/or doors that stick or bind, are out of plumb, fail to latch, fail to open or close with relative ease, or that otherwise fail to operate properly (whether continuously or seasonally)? YES NO
5. Windows and/or doors that are drafty and/or emit noise caused by wind? YES NO
6. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is not "safety glass"? YES NO
7. Glass in any window, skylight, door (including shower door), or other feature or component of the property that is cracked, chipped or broken? YES NO
8. Seal failure or other defect in any multi-pane, thermo-pane windows or skylights? YES NO
9. Shutters (interior), blinds and/or other window coverings that are damaged or defective (e.g. stains, spots, tears, odors, and/or malfunctions)? YES NO

If Yes to any of the Questions in Sections F-1 through F-9, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

3.stains on carpets; 4.garage window sticky, several loose window cranks,

Office French doors don't catch well.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the INTERIOR ELEMENTS.

See 2021 SCC Attachment, 2015 & 2017 disclosures

G. HEATING SYSTEM(S) (including but not limited to the furnace, other equipment generating heat, thermostat, registers, heat pumps, vents and/or duct work). If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following Questions:

- 1. Describe the type of Heating System(s) in the Property including the source of heat, such as electricity, gas, propane or any other source: 2 sets of force-air gas heaters, one for each floor
2. Have you ever used any supplemental heating devices (e.g. space heaters)? YES NO
If Yes, state which room(s) and frequency of use:
3. What is the approximate age of the heating system(s)? Years: 9
4. When was the Heating System(s) last serviced and by whom? Date: 1/3/2017
By: Previous owner hiring Air Quality Heating & Air Conditioning
5. Are there any rooms or areas in the structure that are not directly served by the Heating System(s) and/or are not adequately heated by the Heating System? YES NO
6. Are you aware of any issues, conditions or problems with any aspect of the Heating System(s)? YES NO
7. Are you aware of any aspect of the Heating System(s) that has not been used in the last twelve (12) months? YES NO

If Yes to any Questions in Sections G-5,G-6 and/or G-7 describe all of the following: (a) the issues, conditions and/or problems (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

4. See Past disclosures from 2017. 6. see "2021 SSC Attachment"

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the HEATING SYSTEM(S).

Seller's Initials: (YE) (WW)

Buyer's Initials: ( ) ( )

**H. AIR CONDITIONING ("A/C") SYSTEM(S) (including but not limited to the compressor, other equipment generating cool air, thermostat, registers, vents and/or duct work).** If there are multiple systems and/or multiple zones, specify which system and devices are referenced in response to each of the following questions:  **Not Applicable** – Property does not have A/C

- 1. Describe the type of Air Conditioning System(s) in the Property including the power source, such as electricity, propane or any other source: 2 sets of AC units, one for each floor
- 2. Have you ever used any supplemental devices to cool the Property (e.g. fans)? . . . . . YES  NO   
If Yes, state in which room(s) and frequency of use: \_\_\_\_\_
- 3. What is the approximate age of the Air Conditioning System(s)? Years 9
- 4. When was the Air Conditioning System(s) last serviced and by whom? Date: \_\_\_\_\_ By: \_\_\_\_\_
- 5. Are there any rooms or areas in the structure that are not directly served by the Air Conditioning System(s) and/or are not adequately cooled by the Air Conditioning System(s)? . . . . . YES  NO
- 6. Are you aware of any issues, conditions and/or problems with any aspect of the Air Conditioning System(s)? . . . . . YES  NO
- 7. Are you aware of any aspect of the Air Conditioning System(s) that has not been used in the last twelve (12) months? . . . . . YES  NO

**If Yes to any Questions in Sections H-5, H-6 and/or H-7, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

6. see "2021 SSC Attachment"

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **AIR CONDITIONING SYSTEM(S)**.

**I. ELECTRICAL SYSTEM(S), FIXTURES AND APPLIANCES (including but not limited to the transformer, meter, panel, circuit breakers, fuses, circuits, wiring, control panels or instruments, switches, receptacles, fixtures, and appliances):**

Are you aware of or have you experienced any issues, conditions and/or problems with any of the following aspects of the Electrical System(s):

- 1. The installation, repair, or Work performed to that system(s) by you or by any other person or company? YES  NO
- 2. Failure of any component of the Electrical System(s)? . . . . . YES  NO
- 3. Any non-functioning switches, outlets or receptacles? . . . . . YES  NO
- 4. Any lights that are non-functioning, flickering and/or dimming? . . . . . YES  NO
- 5. Blown fuses, tripped circuit breakers, GFI button trips, arcing, and/or shorting? . . . . . YES  NO
- 6. Any ungrounded outlets, switches or other electrical fixtures? . . . . . YES  NO
- 7. Shorts, ground or arc faults, overloading, and/or poor circuit wire connections? . . . . . YES  NO
- 8. Any fixture, appliance, or any other aspect of the Electrical System(s) that has not been used within the past twelve (12) months? . . . . . YES  NO
- 9. Any fixtures or appliances that are not visible (such as central vacuums) whether or not those fixtures or appliances are operable? . . . . . YES  NO
- 10. Any type of back-up generator in use at the Property at any time? . . . . . YES  NO

**If Yes to any of the Questions in Sections I-1 through I-10, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

1. Upgrades done by previous owner (see Past Disclosures from 2017 ) 4. 1 light in 2nd floor balcony

does not work. A couple of recessed lights make buzzing noise. Replaced chandelier in dining after the old one fell.

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the **ELECTRICAL SYSTEM(S)**.

**J. PHOTOVOLTAIC/SOLAR ELECTRICAL SYSTEM(S) (including but not limited to panels, mounting racks, array DC disconnect, inverter, battery pack, power, utility, or kilowatt meter, generators, backup generator panels, breaker panel, AC panel, circuit breaker panel, control panels or instruments, charge controllers, switches, receptacles, fixtures, and appliances):**

- 1. Is there any Photovoltaic Solar System(s) used at the Property or any component thereof? . . . . . YES  NO   
**If Yes, check all applicable boxes:**  Owned  Leased  Financed  
Attach a copy of all applicable documents (e.g., contracts, leases, notes, security instruments, etc.)
- 2. Are you aware of or have you experienced any issues, conditions and/or problems with the use, leasing or ownership of the Photovoltaic/Solar Electrical System(s)? . . . . . YES  NO

Seller's Initials: ( JE ) ( WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions or problems with the **PHOTOVOLTAIC/SOLAR ELECTRICAL SYSTEM(S)**.

**K. COMMUNICATION DEVICE(S); ENTERTAINMENT DEVICE(S); SECURITY SYSTEM(S).**

1. TELEPHONE SERVICE. Your **Phone** service is provided by (check all that apply):  Land Line  Cellular  Satellite  Internet (e.g. VOIP)  Other \_\_\_\_\_  NONE

Identify your phone service provider(s): Comcast

2. INTERNET SERVICE. Your **Internet** service at the Property is provided by (check all that apply):  Cable  DSL  Fiber Optic  Cellular Phone Service  Satellite  Other \_\_\_\_\_  NONE

Identify your Internet Service Provider(s) (e.g., cable, satellite, telephone, etc): Comcast

3. TELEVISION SERVICE. Your **Television** service/reception at the Property is provided by (check all that apply):  Cable  DSL  Fiber Optic Cable  Antenna  Satellite/Dish  Other \_\_\_\_\_  NONE

Identify your television Service Provider(s) (e.g., cable, satellite, telephone, etc): Comcast

4. COMMUNICATION & DATA. Is the Property wired with any of the following (check all that apply):  TV (coaxial)  Cable  Computer Networking Cable  Fiber Optic Cable  Data Line  Other \_\_\_\_\_  NONE

If you checked any box in **K-4**, for each type of wiring/cable, state which rooms at the Property have outlets: \_\_\_\_\_

5. INTEGRATED SYSTEM(S). (Phone/Intercom, Multi-Media Security). Is the Property equipped with any of the following types of **Integrated Communication System(s)** (check all that apply):  Intercom  Gate Control  Video Surveillance  Intrusion/Motion Detection  Automated Lighting  Other Ceiling speakers in Dining & 5-channel surrounding sound in FMRM  NONE

(a) If you checked any box in **Section K-5**, are any of these systems leased (rather than owned)? . YES  NO

(b) If you checked any box in **Section K-5**, are any of these systems monitored offsite by a company? . . . . . YES  NO

(c) If you checked "Yes" to Sections K-5a and/or K-5b, identify the company(s): \_\_\_\_\_

**6. ISSUES, CONDITIONS AND/OR PROBLEMS:**

(a) Have you had any ongoing or recurring issues, conditions and/or problems with any of the items or systems noted in any **Questions in Sections K-1 through K-5?** . . . . . YES  NO

If Yes, describe in detail all such issues, conditions and/or problems and attach all Documents. \_\_\_\_\_

(b) Are you aware of any limitations or restrictions applicable to the installation/wiring, availability, number and location, or use of any of the items or systems at the Property noted in any **Questions in Sections K-1 through K-5?** . . . . . YES  NO

If Yes, describe in detail all such limitations or restrictions and attach all Documents. \_\_\_\_\_

Seller's Initials: ( UE ) ( WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**L. NATURAL GAS AND/OR PROPANE:**

Are you aware of any appliances or devices that use natural gas and/or propane on or for the Property? YES  NO

If Yes, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? Water heater uses gas; Laundry room supplied with gas and 220AC

Fireplace supplied with gas; These items are all in serviceable condition (see Inspection Reports)

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of **NATURAL GAS AND/OR PROPANE**.

**M. WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S) (including but not limited to water supply lines, meters, shutoff valves, pipes, overflow pipes, drains, outlets, traps, cleanout plugs, vents, faucets, fixtures, toilets, sinks, tubs, showers, thermostats, and control panels):**

1. Are you aware of any past or current issues, conditions and/or problems with the Water Supply and/or the Water Plumbing System(s)? . . . . . YES  NO

2. The installation, repair, or Work performed to the Water Supply and/or the Water Plumbing System(s) by you or by any other person or company? . . . . . YES  NO

3. Failure of any component of the Water Supply and/or the Water Plumbing System(s). . . . . YES  NO

4. Are you aware of any plumbed appliances (for example, refrigerator ice maker/water dispenser, instant hot water dispenser) that have failed to operate in any way? . . . . . YES  NO

5. Are you aware of any component of the Water Supply, including plumbed appliances, or Water Plumbing System(s) that have not been used within the last twelve (12) months?. . . . . YES  NO

6. Are you aware of any past or current water pipe leakage either within the structure and/or on the on the Property? . . . . . YES  NO

7. Are you aware of any past and/or present:
- (a) High or low water pressure problems at the Property? . . . . . YES  NO
  - (b) Any problem with the water supply, purity, quality, taste or odor? . . . . . YES  NO
  - (c) Excessive delays in drawing hot water to any faucet? . . . . . YES  NO
  - (d) Any rust, sediment, cloudiness or discoloration in the water? . . . . . YES  NO
  - (e) Any slow draining sinks, tubs and/or showers? . . . . . YES  NO
  - (f) Any toilets that run continuously or on their own? . . . . . YES  NO
  - (g) Any fluoridation or other chemical substances added to the water supply? . City of Palo Alto . . . . . YES  NO

8. Are you aware of any past and/or current device(s) and/or system(s) being used at the Property?
- (a) Water softener . . . . . YES  NO
  - (b) Water purification system(s). . . . . YES  NO
  - (c) Hot water circulating system . . . . . YES  NO

If Yes to any of the devices and/or systems listed in **Question M-8**, state how long the device and/or systems have been at the Property, whether they are still at the Property, and whether they are still functional: \_\_\_\_\_

9. What are the Water Supply lines made of (**check all that apply**)?  
 Copper  Galvanized  Plastic  OTHER \_\_\_\_\_

Describe the type of material(s) for the Water Supply lines and state the specific location(s) of each different type of material(s): \_\_\_\_\_

If Yes to Questions in Sections M-1 through M-8, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

All issues are fixed; see 2021 SSC Attachment; 2015 & 2017 Disclosures

Attach all Documents regarding any past and/or current issues, conditions or problems with the **WATER SUPPLY AND/OR WATER PLUMBING SYSTEM(S)**.

Seller's Initials: (  ) (  )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**N. WATER CONSERVING PLUMBING FIXTURES.** Effective January 1, 2017, Sellers of residential property of 1 to 4 units built before January 1, 1994, must disclose if they are aware of any noncompliant plumbing fixtures. Noncompliant water fixtures are defined in Civil Code Section 1101.3 as any of the following: (a) any toilet manufactured to use more than 1.6 gallons of water per flush; (b) any urinal manufactured to use more than 1 gallon of water per flush; (c) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and/or (d) any interior faucet that emits more than 2.2 gallons of water per minute.  **NOT APPLICABLE – House Built After January 1, 1994**

Are you, Seller, aware of any plumbing fixtures on the Property that are non-compliant as defined by Civil Code Section 1101.3 above? . . . . . YES  NO

If Yes, explain in detail your knowledge: \_\_\_\_\_

**O. WELL/PRIVATE WATER SYSTEM.**  **Not Applicable** If Applicable, attach PRDS Well/Private Water System Checklist.

**P. SEWER SYSTEM (including but is not limited to sewer lines, waste water lines, sewer laterals, traps, cleanout plugs, vents, drains, toilets, tubs, kitchen and bathroom sinks):**

- 1. Are you aware of any sewer clean-outs? . . . . . YES  NO   
If Yes, identify the number and exact location of each sewer clean-out \_\_\_\_\_
- 2. Are you aware of any Work, including but not limited to, snaking or rooting of the Sewer System within the last 5 years? . . . . . YES  NO
- 3. Are you aware of any past and/or present blockage, backup, overflow or any other failure of the Sewer System? . . . . . YES  NO
- 4. Are you aware of any current or contemplated government-imposed inspection, repair or upgrade requirements (for example, sewer lateral tests) applicable to the Property? . . . . . YES  NO
- 5. Are you aware of any booster or other pump system/equipment installed at the Property related to the Sewer System? . . . . . YES  NO
- 6. Have you ever been notified or advised by anyone that any aspect of the Sewer System is offset, displaced, collapsing or in need of repair or replacement? . . . . . YES  NO

If Yes to any questions in Sections P-2 through P-6, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEWER SYSTEM**.

**Q. SEPTIC SYSTEM (including but not limited to the septic tank, leach lines, drain fields, and all related equipment/components.**  **NOT APPLICABLE**

- 1. Are you aware of the material (for example, concrete, redwood) used to construct the septic tank? YES  NO   
If Yes, describe the material used: \_\_\_\_\_
- 2. How frequently has the septic tank been pumped in the last five years? \_\_\_\_\_
- 3. When was the last time the septic tank was pumped? \_\_\_\_\_ By whom? \_\_\_\_\_
- 4. Are you aware of any septic clean-outs? . . . . . YES  NO   
If Yes, identify the number and exact location of each septic clean-out \_\_\_\_\_
- 5. Are you aware of any past and/or present blockage, backup, overflow or other issues, conditions or problems with the septic system? . . . . . YES  NO
- 6. Are you aware of any booster or other pump system/equipment installed at the Property related to the septic system? . . . . . YES  NO
- 7. Have you ever been notified or advised by anyone that any part of the septic system needs replacement or repair? . . . . . YES  NO
- 8. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the current septic system may preclude or limit development of the Property and/or expansion of any structure on the Property? . . . . . YES  NO

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Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

- 9. Have you been advised by anyone either orally or in a Disclosure, Report or other Document that the soils conditions may preclude or limit development of the Property and/or expansion of the septic system and/or any structure on the Property? . . . . . YES  NO
- 10. Are you aware of any current or contemplated governmental plans, measures or requirements that may require hook-up or conversion to a public sewer system?. . . . . YES  NO
- 11. Are you aware of any current or contemplated governmental plans, measures or requirements that may require that the septic system be inspected, replaced and/or upgraded? . . . . . YES  NO

**If Yes to any Questions in Sections Q-5 through Q-11, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of the **SEPTIC SYSTEM**.

**R. LANDSCAPING/IRRIGATION:**

- 1. Does the Property have any of the following:
  - a. A sprinkler system . . . . . YES  NO   
 If Yes, describe type(s) and location:  Manual – Where \_\_\_\_\_  
 Automatic – Where Lawns in front and back yard
  - b. A drip system. . . . . YES  NO   
 If Yes, describe type(s) and location:  Manual – Where \_\_\_\_\_  
 Automatic – Where Plants around house and along fences
  - c. Exterior landscape lighting . . . . . YES  NO   
 If Yes, describe location: \_\_\_\_\_
  - d. A pond, waterfall, or other decorative water-related feature . . . . . YES  NO   
 If Yes, describe location: \_\_\_\_\_
  - e. Any play structures . . . . . YES  NO   
 If Yes, describe location and anchoring system/mechanism: \_\_\_\_\_
- 2. Are you aware of any past or existing issues, conditions and/or problems with any of the items listed in **Section R-1**? . . . . . YES  NO
- 3. Are you aware of any Work performed on any of the items listed in **Section R-1**? . . . . . YES  NO
- 4. Are you aware of any water from the sprinklers or other items in **Section R-1** that direct water onto any siding, window or other surface of the structure? . . . . . YES  NO
- 5. Are you aware of any diseases or infestations affecting trees, plants or planted ground cover on the Property or adjoining properties? . . . . . YES  NO

**If Yes to any Questions in Sections R-2 through R-5, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

**3. Upgraded backyard landscaping by previous owner (see Past disclosures from 2017)**

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the existence or use of the **LANDSCAPING/IRRIGATION**.

**S. SWIMMING POOL/SPA:**

**NOT APPLICABLE**

- 1. Does the Swimming Pool have a Heating System? . . . . . YES  NO   
 If Yes: (a) Identify the type:  Electric  Solar  Gas  Other \_\_\_\_\_  
 (b) Identify when it was last used: \_\_\_\_\_

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2. Does the Spa have a Heating System? YES  NO

If Yes: (a) Identify the type:  Electric  Solar  Gas  Other \_\_\_\_\_  
(b) Identify when it was last used: \_\_\_\_\_

3. Identify the current Swimming Pool/Spa service provider and cost & frequency of service NONE

4. Are you aware of any issues, conditions and/or problems with any of the following (check all that apply)?  
 water leakage from pool or spa  low water levels for pool or spa  pool and/or spa related-equipment  
 pool and/or spa surfaces  decking or coping  heating system for pool and/or spa  
 lighting, ladders, slides or diving boards  pool and/or spa covers or enclosures  pool and/or spa alarms  
 Other \_\_\_\_\_ ... YES  NO

If Yes to anything listed in Section S-4, describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with the use of The SWIMMING POOL/SPA.

T. ANIMALS:

1. Are you aware of past and/or current presence at the Property or in the neighborhood of any of the following (check all that apply):  horses  cattle/sheep/goats  pigs/wild boars  mountain lions  bobcats  
 feral or other cats  coyotes/wolves/dogs  deer  bears  raccoons/possums/skunks  
 gophers/moles/voles  bats  rats/squirrels/other rodents  turkeys/roosters/chickens/ducks/geese  
 crows/ pigeons/hawks/other birds  snakes/lizards  frogs  bees/wasps  ants/spiders/other insects  
 noise or odor-generating pests/birds or any other type of animal  
 Other(s) \_\_\_\_\_  NONE

For each box checked in Section T-1, provide detailed explanation(s): \_\_\_\_\_

2. Are you aware of any pets and/or other animals having been at the Property at any time? . . . . . YES  NO

If Yes, identify type or breed, number and when they were present at the Property: \_\_\_\_\_

3. Are you aware of any animal urine, feces, spray or other discharge coming into contact with any walls, flooring, carpets/pads or other interior surfaces? . . . . . YES  NO

4. Are you aware of any staining, spotting, discoloration, warping, scratches or any other damage to any interior surfaces related to animals (including but not limited to the areas identified in Section T-3)? . . . . . YES  NO

5. Are you aware of any animal-related odors at the Property at any time of the years even if only seasonal (e.g. during warm temperatures)? . . . . . YES  NO

6. Are you aware of any animals/pets buried on the Property? . . . . . YES  NO

7. Are you aware of any complaints or governmental notices regarding animals/pets at or on the Property? . . . . . YES  NO

If Yes to any Questions in Sections T-1 through T-7 describe all of the following: (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur? \_\_\_\_\_

Attach all Documents regarding any past and/or current issues, conditions and/or problems with ANIMALS.

Seller's Initials: (  ) (  )

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**U. NEIGHBORHOOD ISSUES, CONDITIONS AND/OR PROBLEMS:**

- 1. Are you aware of any past and/or current **NOISE** and/or **ODOR** related to any of the following which are or have been noticeable at the Property (**check all that apply**)?  vehicular traffic  railroad/train/light rail/BART/other rail traffic  schools/parks  aircraft (note: a city-mandated disclosure may be required)  construction activity  business/recreational/commercial or other institutional facilities (for example, daycare, residential care, religious meeting sites)  entertainment complexes/amphitheaters or other venues  music/ shouting/parties/sporting or other activities  events/gatherings/traditions (for example, parades, block parties, holiday decorations, sporting events)  neighbors  dogs, cats, birds or other animals  power lines/transformers/other electrical power equipment  air conditioners/appliances/generators/ pool equipment  adjacent properties/common walls/floors/common areas (e.g. condominiums, PUD)  Other neighborhood sources of **NOISE** and/or **ODOR**: \_\_\_\_\_  **NONE**

**For each box checked in Section U-1, provide detailed explanation:** \_\_\_\_\_

- 2. Are you aware of any neighborhood issues, conditions and/or problems with any of the following whether past or present, on or near the Property (**check all that apply**)?  in-home businesses  local businesses  schools  religious facilities  entertainment or sporting venues  traffic congestion or excessive speed  hampered driveway ingress or egress  limited/restricted/congested on-street parking  periodic or seasonal limitations on parking  periodic or seasonal traffic congestion  loitering  littering  Other \_\_\_\_\_  **NONE**

**For each box checked in Section U-2, provide detailed explanation:** \_\_\_\_\_

- 3. Is the Property located on or near a bus route/stop? . . . . . YES  NO
- 4. Are you aware of any ongoing, planned or proposed construction at, on, or within any neighboring property or private/public facility, roadways or rights of way? . . . . . YES  NO
- 5. Are you aware of any burglaries, assaults or other crimes in the neighborhood? . . . . . YES  NO
- 6. Are you aware of any modifications or other changes to any aspect of the structures and/or the land anywhere in the neighborhood for purposes of cultivating marijuana or other crops? . . . . . YES  NO
- 7. Have you attended any meetings or had any discussions with neighbors or others regarding any neighborhood issues, conditions and/or problems? . . . . . YES  NO
- 8. Are you aware of any complaints to police or other governmental authorities regarding any neighborhood issues, conditions and/or problems? . . . . . YES  NO
- 9. Are you aware of any other neighborhood issues, conditions and/or problems that are not detailed above? . . . . . YES  NO

**If Yes to any Questions in Sections U-4 through U-9, provide detailed explanation:**

**4. A construction on 464 Colorado, 2+ blocks away**

Attach all Documents regarding any past and/or current **NEIGHBORHOOD ISSUES, CONDITIONS AND PROBLEMS.**

**V. ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.** Are you aware of any past and/or current issues, conditions and/or problems on or near the Property regarding any of the following:

- 1. Asbestos (e.g. in ceiling material, flooring, insulation, furnace ducting or flues)? . . . . . YES  NO
- 2. Mold, mildew, fungus or spores? . . . . . YES  NO
- 3. Environmental inspections or tests of air, soil and/or building materials? . . . . . YES  NO
- 4. Odors, whether persistent, recurrent, occasional or seasonal? . . . . . YES  NO
- 5. The manufacture, storage, disposal, release, use or sale of controlled substances, (e.g. methamphetamine)? . . . . . YES  NO
- 6. Cultivation, use and/or sale of any kind of marijuana? . . . . . YES  NO

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**Buyer's Initials:** ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

7. The existence of any above ground or underground storage tank (e.g. fuel)? . . . . . YES  NO

**If Yes to any Questions in Sections V-1 through V-7, describe all of the following:** (a) the issues, conditions and/or problems; (b) the specific location; (c) the frequency of the issues, conditions and/or problems; (d) what Work was done; (e) who did the Work and when; and (f) if Work was done, did the issues, conditions and/or problems recur; (g) what subjects, topics and/or complaints were discussed, with whom, and what actions, if any, occurred as a result? \_\_\_\_\_

Attach all Documents regarding any past and/or current **ENVIRONMENTAL ISSUES, CONDITIONS AND/OR PROBLEMS.**

**W. GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.** Are you aware of any of the following whether past, existing or proposed:

- 1. Rent control or eviction control ordinance(s)? . . . . . YES  NO
- 2. Restriction or registration requirements on short term or vacation rentals? . . . . . YES  NO
- 3. Imposition of bonds, fees or assessments that may not appear on the Property tax bill? . . . . . YES  NO
- 4. Restrictions on the use, development or enjoyment of the Property by any governmental or non-governmental entity including but not limited to an HOA, private agreements or Court order other than those imposed by zoning laws or CC&Rs? . . . . . YES  NO
- 5. "Historic" or other type of preservation designation? . . . . . YES  NO
- 6. Building, remodeling or any other type of moratoria (e.g. single story or height overlays) that could impact the Property? . . . . . YES  NO
- 7. Stop work orders, "red tags", orders to abate or notice of code or other violation or any illegal, unsafe, and/or dangerous condition(s)? . . . . . YES  NO
- 8. Government imposed requirement or order to remove brush, trees, grass or other vegetation or flammable materials at or near the Property? . . . . . YES  NO
- 9. Government mandated tree (or other landscaping) planting, removal, replacement, trimming or cutting restrictions? . . . . . YES  NO
- 10. Eminent domain, condemnation or annexation process or proceedings affecting the Property? . . . . . YES  NO
- 11. Construction, reconfiguration, conversion or closure of any nearby schools of any kind? . . . . . YES  NO
- 12. Construction, reconfiguration, conversion or closure of any nearby roadways, rights of way, traffic signals or signs? . . . . . YES  NO
- 13. Construction, reconfiguration, expansion, conversion or closure of any nearby parks/recreational/ private or public amenities or facilities? . . . . . YES  NO

**If Yes to any Questions in Sections W-1 through W-13, provide as much detail as possible including but not limited to (a) specificity as to the types of requirements or limitations; (b) what properties are impacted; (c) the location of existing or proposed changes; and (d) what issues, subjects and/or complaints were discussed, with whom, and what actions, if any, occurred as a result:** \_\_\_\_\_

Attach all Documents regarding any past, existing and/or proposed **GOVERNMENTAL/HOA/COMMUNITY RESTRICTIONS, ISSUES, CONDITIONS AND/OR PROBLEMS.**

**X. TITLE/OWNERSHIP/LITIGATION:**

1. Do you have or do you intend to use a Power of Attorney at any time in connection with the sale of the Property? . . . . . YES  NO

**If Yes to Section X-1, identify the following about that Power of Attorney:** (a) who has the Authority to act on your behalf; (b) what type of Power of Attorney; (c) is the Power of Attorney notarized in California and (d) is it recorded in the same County as the Property? Hua Deng, Special POA, notarized at US Embassy in PR China (check Escrow)

2. Has a Notice of Default been recorded against the Property? . . . . . YES  NO

3. Is the Property subject to or soon to be made subject to the jurisdiction of the Federal Bankruptcy Court? YES  NO

Seller's Initials: ( <sup>DS</sup> YE ) ( <sup>DS</sup> WW )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

- 4. Are you aware of any current or possible/contemplated legal proceedings (e.g. Probate, Trust, Guardianship, Quiet Title and/or Specific Performance)? . . . . . YES  NO
- 5. Are you aware of any use of the Property or any portion of the Property by non-owner at any time (e.g. using the Property for a pathway, driveway, landscaping)? . . . . . YES  NO
- 6. Are you aware of any claim by a non-owner as to an ownership interest or right to possess, use or occupy the Property or any part of the Property at any time (e.g. a license or prescriptive easement)? . . . . . YES  NO
- 7. Are you aware of any deed restrictions on the use or development of the Property? . . . . . YES  NO
- 8. Has the Property ever been rented to anyone for any purpose? . . . . . YES  NO

**If Yes to Section X-8**, identify the following about that rental: (a) when was the Property rented; (b) by whom; (c) for what purpose; (d) for how long; and (e) who managed the Property during its rental? The property was rented to one family during 12/1/2017-10/1/2021 and managed by us with our broker's help.

- 9. Are you aware of any lease options, lease options to purchase, right of first refusal or any other impediment of sale? . . . . . YES  NO
- 10. Are you aware of any lease or rental agreement that is, or is claimed to be, currently in effect? . . . . . YES  NO
- 11. Are you aware of any perimeter fences, walls or other constructed or natural borders relating to the Property that may be situated off of the true boundary line? . . . . . YES  NO
- 12. Are you aware of any encroachment from a neighboring property onto the Property or from the Property onto a neighboring property (e.g. fences, walls, structures or other improvements)? . . . . . YES  NO
- 13. Are you aware of whether access to the Property is a shared driveway, a private road and/or is an easement over private or public land? . . . . . YES  NO
- 14. Are you aware of any disputes, disagreements or failure to perform regarding access to the Property? . . . . . YES  NO

**If Yes to any Questions in Sections X-1 through X-14**, identify all requested information and **attach all Documents:**  
Lease, extension & termination agreements

**Y. HOMEOWNERS' INSURANCE COVERAGE AND/OR CLAIMS HISTORY:**

- 1. Within the past five (5) years have there been any insurance claims made by you or anyone else relating to the Property? . . . . . YES  NO

**If Yes to Section Y-1**, identify the following information as to each claim:

Name of Claimant: \_\_\_\_\_ Approximate Date of Claim: \_\_\_\_\_  
 Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_  
 Nature of the Claim: \_\_\_\_\_  
 If Claim was resolved, how was it resolved: \_\_\_\_\_  
 (If more than one claim, please indicate in Part VI.)

- 2. Within the past five (5) years, has any insurance company refused to issue or renew any policy of insurance relating to the Property? . . . . . YES  NO

**If Yes to Section Y-2**, identify the following information:

Insurance Company: \_\_\_\_\_ Approximate Date of Refusal: \_\_\_\_\_  
 The basis for refusal (if known): \_\_\_\_\_  
 (If more than one, please indicate in Part VI.)

- 3. Apart from any other insurance requirements, has your lender required you to carry flood or earthquake insurance? . . . . . YES  NO

**If Yes to Section Y-3**, identify the insurance required by your Lender: \_\_\_\_\_

**If Yes to any Questions in Sections Y-1 through Y-3**, attach all Documents.

Seller's Initials: (  ) (  )

Buyer's Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

**Z. GENERAL AND MISCELLANEOUS ISSUES, CONDITIONS AND/OR PROBLEMS.**

- 1. What is the approximate age of the structures on the Property? \_\_\_\_\_ **9** \_\_\_\_\_
- 2. How long have you owned the Property? \_\_\_\_\_ **4 years** \_\_\_\_\_
- 3. Is the Property situated in an unincorporated area of the County? . . . . . YES  NO
- 4. Are you aware of any postings regarding the Property and/or the neighborhood on any community bulletin board, blogs, or any type of social media? . . . . . YES  NO

**If Yes to Section Z-4**, identify the name/location of the site and the content of any known communication and **attach all Documents**: \_\_\_\_\_

- 5. Are you aware of any of the following having been filled in, removed, abandoned or not in use at the Property at any time (**check all that apply**):  septic tank/pit  leach line/field  oil, gas, diesel or other fuel storage tank  water tank  well or well-related equipment  pool/spa or pool/spa related equipment  stream/pond or other water collection area  culverts/dams  drainage ditch/system  bomb shelter  Other \_\_\_\_\_  **NONE**

**If Yes to Section Z-5**, identify the location of and the reason that each item that has been filled in, removed, abandoned or is not in use at the Property and **attach all Documents**: \_\_\_\_\_

- 6. Has any type of fire (including but not limited to chimney flue and electrical fire) occurred to the interior or exterior of the Property at any time? . . . . . YES  NO

**If Yes to Section Z-6**, identify the type and location of the fire and **attach all Documents**: \_\_\_\_\_

- 7. Are there any locking devices, key pads, and/or other combination locks to any doors, cabinets, drawers or mailboxes? . . . . . YES  NO

**If Yes to Section Z-7**, identify (a) the location of each locking device;(b) whether or not the keys are missing; and (c) the combinations or access codes: **Front door, door to laundry, side door at garage; mailbox key is missing**

- 8. (a) Are there any garage door openers/remote controls? . . . . . YES  NO
- (b) Do all garage door openers/remote control devices function? . . . . . YES  NO

**If Yes to Section Z-8(a)**, state the number of existing control devices: **2 remote controls don't work**

- 9. Has any death, natural or otherwise, of a human being occurred anywhere on the Property within the past three (3) years? . . . . . YES  NO

**If Yes to Section Z-9**, describe the manner of death: \_\_\_\_\_

**PART VI. ADDITIONAL INFORMATION NOT OTHERWISE DISCLOSED ABOVE (use additional pages, if necessary):**

**1. Fixed 3 minor leaks in the outmost corner of gutter, drain pipe of tankless water heater, and pull out spray of the kitchen faucet (repaired see 2021 SSC Attachment). 2. 2015 disclosures mentioned water proofing redone due to balcony outside master bedroom leakage. 3. Backyard patio: moisture coming from below.**

**SELLER CERTIFIES THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE IS TRUE AND CORRECT TO THE BEST OF SELLER'S KNOWLEDGE AS OF THE DATE SIGNED BELOW AND SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:**

Date: 10/20/2021 Seller: Ye Zhou Seller: \_\_\_\_\_  
 (Print Name) (Signature) DocuSigned by: 60982BB94FA64DE...

Date: 10/20/2021 Seller: Wenyan Wang Seller: \_\_\_\_\_  
 (Print Name) (Signature) DocuSigned by: 88F5AF2A0F414C7...

**BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS 15 PAGE DISCLOSURE:**

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 (Print Name) (Signature)

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 (Print Name) (Signature)



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**TIAL EARTHQUAKE HAZARDS REPORT**  
DESIGNED FOR USE WITH PRDS® FORMS



Unless exempt, Sellers of residential property containing 1 to 4 dwelling units built before January 1, 1960 must deliver to the Buyer a copy of **The Homeowner's Guide to Earthquake Safety ("Guide")** and complete the following questions to the best of the Sellers' knowledge. In order to answer these questions, Sellers are not required to: (1) remove siding, drywall or plaster; and/or (2) hire anyone to inspect their home. Sellers are not required to repair any of the weaknesses prior to selling their home unless they agree to do so in writing.

Property Address:	<b>380 Colorado Ave</b>	<b>Palo Alto</b>	<b>CA</b>	<b>94306</b>	Block/lot or Parcel No.:	<b>132-13-068</b>
Seller's Name:	<b>Ye Zhou</b>		<b>Wenyan Wang</b>		Year Built	<b>2012</b>

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 property does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in the Guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
Tankless Water Heater					
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
2. Is the property anchored or bolted to the foundation? . . . . .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
3. If the property has cripple walls:					
• Are the exterior cripple walls braced? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of reinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20
5. If the property is build on a hillside:					
• Are the exterior tall foundation walls braced? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes, or have the been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
6. If the exterior walls of the property, or part of them, are made of unreinforced masonry, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24
7. If the property has a living area over the garage, were the walls around the garage door opening either built to resist earthquakes, or have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					

*To be reported on the Natural Hazards Disclosure Report*

If any of the questions are answered "No," the Property 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 this Property, 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.

Date: 10/20/2021 Seller: Ye Zhou (DocuSigned by: Ye Zhou 60982BB94FA64DE...) Seller: Wenyan Wang (DocuSigned by: Wenyan Wang 2A0F414C7...)

As Buyer, I acknowledge receipt of this form, completed and signed by Seller. I understand that if 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 Property.

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

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





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**PRDS REAL ESTATE BROKER SQUARE FOOTAGE & LOT SIZE  
ADVISORY AND DISCLOSURE  
DESIGNED FOR USE WITH PRDS® FORMS**



**PROPERTY ADDRESS:** 380 Colorado Ave Palo Alto CA 94306

**DIFFERENT SOURCES FOR SQUARE FOOTAGE AND OTHER MEASUREMENTS OF STRUCTURES:**

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 structure size, interior space or square footage. Appraisers often exclude the thickness of walls, stairwells and laundry rooms to determine "livable" square footage; architects and other floor-plan designer professionals employ a wide variety of methods to calculate the size of improvements while assessors generally use gross, permitted size. Measurements taken by various professionals may not include some "finished" or "unfinished" space and generally exclude known illegal space.

Buyers should not rely on any statements about size in the Multiple Listing Services advertisements or disclosures and should retain their own experts to measure structural size and/or square footage. This is especially important if buyers are using square footage to determine whether or not to purchase the property and/or using a price per square foot to determine purchase price. Price per square foot calculations can vary greatly depending on property location, type of property and amenities; such calculations should not be relied upon by buyers and the accuracy of any such figures should be independently verified by buyers with their own experts including but not limited to a licensed appraiser.

**LOT SIZE, DIMENSIONS, CONFIGURATIONS AND BOUNDARIES:**

Fences, retaining walls, hedges and other landscaping, watercourses or other natural or man-made structures may not correspond with any legally-defined property boundaries and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. There are sources available which refer to lot size, lot dimensions, location of improvements and property configurations, such as the MLS, advertisements, disclosures, county assessor, recorded maps, developer plans or existing surveys, but that documentation may not be accurate, may not be available and should not be relied upon by buyers for any purpose. If a lot size, boundary lines, property configurations, location of improvements and/or lot dimensions are important to buyers' decision to purchase the Property or the price buyers are willing to pay, buyers should conduct and rely solely upon buyers' own independent investigations. Only a licensed surveyor can accurately determine lot dimensions, boundary locations and acreage for the Property.

**Different sources of exterior and/or interior structural size, square footage and/or lot size may include the following sources noted in the chart below by the undersigned Agent (NOTE: Any numbers inserted into the spaces below are approximations only, were taken from the referenced source and other size numbers may exist from other sources):**

Source of Information	Structure	Lot	Source of Information	Structure	Lot
Multiple Listing Service:	2,396 sq ft	5,500 sq ft	Architectural Drawings:	2,396 sq ft	5,496 sq ft
County Assessor:			Floor Plan/Drawings:		
Appraisal #1:			Survey:		
Appraisal #2:			Other: City of Palo Alto Parcel Report		5,496 sq ft
Condominium Map/Plan:			Other: First American Title	2,168 sq ft	5,500 sq ft

If no numbers are included in the chart above, the undersigned Agent is not aware of any size discrepancies in the structure or lot.

Seller and real estate licensees have not and will not verify the accuracy of any representations regarding acreage, boundary markers, lot dimensions or sizes, location of improvements, square footage numbers, or price per square foot estimates provided by any source. Real estate licensees will NOT be conducting any on-site investigations to determine the existence of any other sources for that information.

The chart above has been completed by:

Broker Name: Liu Real Estate Agent Name: DocuSigned by: "Elaine" Jia Liu  
Date: 10/19/2021 Agent Signature: 3E1B1F9BAF404A8...

**The undersigned Seller acknowledges receipt of a copy of this Advisory and confirms that Seller does not have any information or documentation that differs from the information in the above chart.**

Date: 10/20/2021 Seller: Ye Zhou Seller: Wenyan Wang  
60982BB94FA64DE... 88F5AF2A0F414C7...

**I acknowledge receipt of a copy of this Advisory from the above referenced Broker/Agent who completed the chart:**

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

Broker Name: \_\_\_\_\_ Agent Name: \_\_\_\_\_

Date: \_\_\_\_\_ Agent Signature: \_\_\_\_\_



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**PRDS CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE ALARM AND CARBON MONOXIDE DEVICE REQUIREMENTS**  
DESIGNED FOR USE WITH PRDS® FORMS



**Property:** 380 Colorado Ave Palo Alto CA 94306

**WATER HEATER COMPLIANCE**

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. **There are no exceptions to this requirement.** Compliance must be certified at the point of transfer of title or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

**Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.**

10/20/2021

Date: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Owner: Ye Zhou 60982BB94FA64DE...

Date: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Owner: Wenyan Wang 68F5AF2A0F414C7...

**SMOKE ALARM AND CARBON MONOXIDE DEVICE COMPLIANCE**

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke alarm(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

**Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke alarms and carbon monoxide devices.**

10/20/2021

Date: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Owner: Ye Zhou 60982BB94FA64DE...

Date: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

Seller/Owner: Wenyan Wang 68F5AF2A0F414C7...

**Buyer/Tenant hereby acknowledges receipt of a copy of the above certification(s).**

Date: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_



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PRDS® LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGMENT
DESIGNED FOR USE WITH PRDS® FORMS



This Disclosure applies to the Real Estate [ ] Purchase [ ] Lease/Rental Contract ("Contract") for
380 Colorado Ave

City of Palo Alto County of Santa Clara, California ("Property").

LEAD WARNING STATEMENT

PURCHASE AND SALE: 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 intelligence 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 hazards is recommended prior to purchase.

LEASE: 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

1. SELLER/LESSOR DISCLOSURE

- a) Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards at the Property other than as follows:
b) Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards at the Property that have been received by Buyer/Lessee or are provided as an attachment (please list reports), other than as follows:
c) Buyer/Lessee has received, or is receiving as an attachment hereto, the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent booklet approved for Federal and State use.
d) Sales Transactions Only: Buyer shall have ten days from Acceptance (unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: 10/20/2021 Seller/Lessor: Ye Zhou DocuSigned by: Ye Zhou (PRINTED NAME)
Date: 10/20/2021 Seller/Lessor: Wenyan Wang (SIGNATURE) Wenyan Wang (PRINTED NAME)

2. ACKNOWLEDGMENT BY AGENT FOR SELLER/LESSOR

Agent has informed Seller/Lessor of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of said Agent's duty 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.

Date: 10/19/2021 Seller's/Lessor's Agent: Elaine Jia Liu (SIGNATURE) Liu Real Estate (PRINTED NAME)

3. BUYER/LESSEE ACKNOWLEDGMENT

- a) I (we) have received the "Lead Warning Statement" above.
b) I (we) have received the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for Federal and State use.
c) Sales Transactions Only: Buyer acknowledges a right (exercisable within ten days of Acceptance, unless otherwise agreed in the Contract) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards before becoming obligated to purchase the Property.

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

Date: Buyer/Lessee: (SIGNATURE) (PRINTED NAME)
Date: Buyer/Lessee: (SIGNATURE) (PRINTED NAME)

4. ACKNOWLEDGMENT BY AGENT FOR BUYER/LESSEE

Agent has informed Seller/Lessor (through Seller's/Lessor's Agent, if the Property is listed), of Seller's/Lessor's obligations under 42 U.S.C. §4852(d) and is aware of the duty of Agent for Buyer/Lessee 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.

Date: Buyer's/Lessee's Agent: (SIGNATURE)
Print Name: Company Name:



**PRDS® ADVISORY REGARDING MARKET CONDITIONS,  
MULTIPLE AND NON-CONTINGENT OFFERS,  
FINANCING/APPRaisal AND PROPERTY CONDITION**

DESIGNED FOR USE WITH PRDS® FORMS



The residential real estate market is, and historically has been, cyclical. Bay Area housing values have experienced repeated up-turns - - with extraordinary price increases in some cases - - and down-turns, where home sale prices descend, in some cases dramatically. Factors contributing to these home price swings include national and local economic conditions and business cycles, and especially the significant and sometimes immediate influence that business advances and declines related to high-tech, bio-tech and other business enterprises exert on the housing sector. Beyond that, the fact that Bay Area housing demand often exceeds housing supply furnishes another important explanation for occasionally intense competition for limited housing stock. Your real estate agent cannot predict market swings, and whether and to what extent real property purchased today will, in the future, appreciate or depreciate in value. In view of these real estate price dynamics, the parties to the Purchase Contract herein are advised of the following:

1. **Multiple Offers and Fair Market Value:** When it comes to residential housing offered for sale, this persistent imbalance of inventory and demand can give rise to “**multiple offer**” situations, wherein two or more sets of prospective buyers compete - - sometimes fiercely - - for the same property. Vigorous competition can drive a sales price well above asking price and, for that matter, substantially above a figure that would realistically be considered “**fair market value**”. One peril for the Buyer in such a setting is that an artificially high purchase price can compound the economic consequences of a Buyer’s need to sell the property before it has an opportunity to appreciate (if it will at all) to a level reflecting the actual purchase price, thus resulting in the possibility of a net loss to Buyer at time of sale.
2. **Financing and Appraisal Issues and Risks:** Another peril for a Buyer who has “won” such a bidding competition can include inability or difficulty obtaining financing from a lender whose objectively derived appraisal cannot support the actual price paid. A lender’s decision to approve of a Buyer as borrower takes into account an evaluation both of Buyer’s **creditworthiness**, i.e., the prospects for the Buyer’s ability to continuously make mortgage payments and **appraisal**, i.e., an objective fair market valuation of the property.

Where the subject property is appraised at a price considerably below the actual purchase price, the lender will typically decline to make the loan unless the Buyer is willing to provide enough **increased down payment** to cover the difference between the loan amount applied for and the amount the lender (once in receipt of the appraisal) is ultimately willing to lend. This increased down payment requirement can be substantial and, depending on financing contingency status, Buyer’s inability to bring in that increased amount may expose Buyer to forfeiture of his deposit, or worse. (It bears noting that, where the Liquidated Damages clause is not made a part of the purchase contract, the economic exposure to a defaulting Buyer has no limit or “cap”.)

Another financing-related risk arises where a Buyer with a loan contingency is putting such a substantial amount of money down that, even with an appraisal far below the Buyer’s purchase price, the lender is still willing to lend on strength of an auspicious loan-to-value ratio. The “risk,” therefore, lies in Buyer’s contractual obligation to proceed with removal of the financing contingency (even though the property didn’t “appraise out” and Buyer feels he paid too much for the property), all because the lender is indeed willing to lend.

Buyer’s Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller’s Initials: (  ) (  )

**PRDS ADVISORY REGARDING MARKET CONDITIONS, MULTIPLE AND NON-CONTINGENT OFFERS, FINANCING/APPRaisal AND PROPERTY CONDITION (Page 2 of 2)**

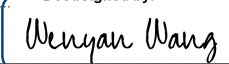
**3. Non-contingent Offers; Associated Risks:** A contingency is a contractual condition (e.g., Buyer’s approval of the physical condition of the Property) based upon which a Buyer, acting in good faith, can elect to not proceed with the transaction and can recover, without penalty or sanction, Buyer’s deposit. Financing, property condition, insurance, title and other contingencies stand as important protections to a Buyer. Accordingly, a Buyer whose offer is fully “non-contingent” - - wherein all contingencies are waived - - foregoes important protections. Among these is the right to cancel the contract based upon an inability to obtain financing or upon a post-acceptance discovery of serious physical defects and other problems. It is important to note that the discovery during escrow of previously unknown defects *does not* (absent fraud) create for the non-contingent Buyer a new right to terminate the contract.

Inherent in Buyer’s decision of what price and terms to include in an offer is (on one end of the spectrum) the risk that a non-contingent contract, while attractive to a Seller, exposes the Buyer to the risk of having to either go through with the purchase of a possibly defective property or withdraw and suffer the economic consequences of default. At the other end of the spectrum is the risk that the Seller will reject Buyer’s contingent-laden offer in favor of a competing offer with few or no contingencies.

Notwithstanding these important concerns, a Buyer who is determined to prevail as successful bidder may freely elect to assume these risks of non-contingency, preferring instead to generate an offer sufficiently attractive to a Seller that the “risk” of being outbid by a competing offer is correspondingly reduced. Each buyer must, upon careful deliberation, decide how much of which risk he or she is willing to assume. Risk factors vary in each transaction and must be thoughtfully considered in each case. For example, where a non-contingent buyer has access to a seller-provided pre-sale disclosure “packet” containing essential inspection reports produced by reliable, reputable professionals, the risk to that buyer regarding those issues is far lower than it would be where no inspections have been undertaken at all. The latter involves maximum risk, and is strongly discouraged by Broker.

**4. Property Condition:** Irrespective of prevailing market conditions, Buyer is encouraged to engage property inspection professionals to examine the subject property, particularly where the Seller has not obtained and delivered to Buyer (prior to Buyer’s submittal of an offer) a pre-sale property inspection report from a professional and disinterested property inspection expert. As stated above, a decision by Buyer to waive contingencies relating to property condition should be made only upon careful deliberation. Buyer should also review in advance such existing disclosures, inspection reports, building permit file records and other materials that could provide information and insights as to condition, value and desirability. Buyer should carefully review Seller and agent information provided in the Transfer Disclosure Statement and any additional disclosure (e.g., the PRDS Supplemental Seller Checklist) information. Additionally, where the contract provides for a pre-close of escrow “Walk-Through” (and whether the transaction is or is not “non-contingent”), Buyer should avail himself of that right and opportunity.

**This Advisory may be signed electronically and/or in counterpart.  
The undersigned acknowledge receipt of a copy of this Advisory.**

<b>Date:</b> _____	<b>Date:</b> 10/20/2021
<b>Buyer:</b> _____	<b>Seller:</b>  DocuSigned by: Ye Zhou 60982BB94FA64DE
<b>Buyer:</b> _____	<b>Seller:</b>  DocuSigned by: Wenyan Wang 68F5AF2A0F414C7...
	Wenyan Wang

Buyer’s Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller’s Initials: ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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**PRDS®**  
**SAN MATEO/SANTA CLARA COUNTIES ADVISORY**  
 DESIGNED FOR USE WITH PRDS® FORMS

**INTRODUCTION:**

This Advisory is intended to be used in connection with the purchase and sale of real property located within San Mateo or Santa Clara County. PRDS does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of this information in connection with any specific real property transaction. This Advisory was created as of July 2021; the information in this Advisory may change over time, and new issues may develop due to actions taken at federal, state, county, city and local levels. Some of the issues that are covered in this Advisory are legal conditions of sale or are legally required preconditions for remodeling and/or improving energy efficiency. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and development of the Property. As used in this Advisory, the term "Broker" refers to and includes all real estate licensees involved in a real estate transaction

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property, even if general information about the topic is included in this Advisory or in any inspection report(s). To the extent any disclosures made by Sellers are inaccurate or change over time, it is important for Sellers to update and correct their written disclosures in a timely fashion. In general, if Sellers are uncertain about whether they need to disclose something, Brokers recommend that Sellers err on the side of providing as much information as possible. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it, should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure or factual adequacy of any statement or disclosure made by Sellers. Brokers have not verified and will not verify or otherwise investigate any of Sellers' statements and disclosures therefore, Buyers are advised to do so.
- Sellers should conduct a diligent search of their documents to determine if they have any disclosures, reports, 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.
- Whether documents are signed electronically or in hard copy, 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 Transfer Disclosure Statement and any other seller disclosure form.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and any issues that are not referenced below that may affect Buyers' determination of the condition, use, development, value and/or desirability of the Property. Buyers have the right to condition their purchase on conducting such investigations. Buyers should conduct all necessary investigations prior to the Buyers' removal or waiver of any contractual inspection contingencies. Buyers are urged to do all of the following:
  - Carefully read the information contained in any advisories, disclosures, inspections, and reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, or reports.
  - Meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers, by thoroughly and thoughtfully inspecting and evaluating the Property. Viewing videos, virtual tours and other on-line pictures is not a good substitute for visiting the actual Property in person and observing the location of the Property.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of 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 issues may be more relevant to some people than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies during their inspection contingency period, if any. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Broker has not verified and will not verify licensing and insurance information of third parties and will not determine whether vendors who prepare inspection reports or perform repairs are properly licensed to provide those services. Broker cannot and will not determine whether the reports prepared, or repair work performed, by third parties has been properly completed.
- Representations made by third parties or Sellers regarding the issues in this Advisory 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.**

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**1. HOUSING STOCK, EXISTING:** Many properties in this area have been developed at different times under different state laws or local regulations including building codes and zoning restrictions. They may not be able to accommodate current or future personal property items including, but not limited to, electric cars. Regardless of its age, the Property should be inspected by a competent property inspector and Buyers should obtain all additional inspections recommended by any inspector, or as Buyer may deem necessary for determining the actual condition of the Property. Property components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and could fail without notice. Not all aspects 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 or plastic pipe, which may be defective, create problems with the use or value of other aspects of the home and may be subject to manufacturer or governmental recall or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan/budget for maintenance and future repairs. Brokers have not verified and will not verify any of the issues discussed in Paragraph 1.

**2. FLOORS AND WALLS:** Amount and placement of Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings (such as carpeting and rugs), some wall coverings (such as wallpaper and paneling) and the presence of furniture may prevent Buyers, inspectors and Brokers from fully inspecting the condition of floors and walls. Exposed areas may show differing patterns of wear, shade or color. Since destructive testing may be required in order for Buyers to determine the actual condition of the floors and walls beneath coverings, Buyers may need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any.

**3. GLASS, TEMPERED:** Many homes contain non-tempered glass in areas where tempered glass is required by building codes. During Buyers' inspection period, if any, Buyers should have a contractor identify any glass that is not properly tempered. Buyers may want to replace any non-tempered glass with tempered glass to reduce the risk of injury.

**4. RESIDENTIAL FIREPLACE DISCLOSURE:** 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 PM2.5, 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, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 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. The buyer 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 a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://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. LEASED/LIENED PERSONAL PROPERTY; SOLAR PANEL LEASES:** Many homes have alarm systems, solar systems, water softeners, appliances or other equipment which may be leased or liened. Sellers should disclose to Buyers whether any appliances, systems or equipment are leased or liened and provide all documents relating to those leases and liens. Buyers should investigate whether or not any equipment leases are transferable or may require approval from the lessor, as well as what fees or costs may be imposed whether or not the leased items are to remain in place. See also Paragraph 45, below, regarding PACE liens.

Solar panels may be leased for long periods of time and are included in the sale only if agreed by Sellers and Buyers and Buyer is able to assume the lease. Solar leasing companies may secure lease payments by filing a Uniform Commercial Code form (UCC-1), which gives notice of a creditor's security interest (lien) against the Property. Buyers should consider retaining a qualified expert to investigate the solar-related system prior to assuming any solar lease. Brokers have not verified and will not verify any of the issues discussed in Paragraph 5.

**6. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** Builders of new construction are required to provide certain warranties and information about how to report claims, but may not be required to complete the Real Estate Transfer Disclosure Statement ("TDS"). When there are subsequent sales, Sellers must provide Buyers with builder warranty and claim information. The TDS asks Sellers to disclose any lawsuits by or against the Seller threatening or affecting the Property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB 800 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 requires a limited one-year warranty from the builder. Section 901, et seq., refers to "enhanced protection agreements", which are sometimes provided by the builder and may extend the warranty period. Other provisions (see section 907, et al.) require the homeowner 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 (see Section 944). Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the builder. Sellers who have questions about how to answer this TDS question should consult with a qualified California real estate attorney for advice. If lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a qualified California real estate attorney. Brokers are not qualified to provide any advice on these matters.



**7. SIZE - SQUARE FOOTAGE, NUMBER OF ROOMS AND AGE:** Multiple sources provide data regarding a property's square footage, number of rooms, number of units and age. These sources including, but not limited to, Sellers, appraisers, architects, builders and space planners, often employ quite different square footage measurement criteria. Public records (e.g., Assessor data) also contain that data that may be, and often are, inaccurate but which the Multiple Listing Service ("MLS") auto-populates such information into its listings. As such, there are frequent discrepancies in advertised measurements and other data relating to structures on real property. Any statements from any source regarding square footage, size or age of Property improvements (whether contained in the MLS, advertisements, computer-generated property profiles, disclosures and reports) have not been verified and will not be verified by Brokers. If the estimated or exact square footage, number of rooms or age of the Property are important factors in Buyers' decision to purchase the Property and in determining what price to pay, Buyers should independently verify that data by hiring an Appraiser or other qualified professional during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

**8. SIZE - LOT SIZE AND BOUNDARIES:** Only a land surveyor can reliably determine actual lot size, property corners, and the exact location of boundaries. Statements regarding these issues in the MLS, advertisements, computer-generated property profiles, data in property tax assessor records or any disclosures are often approximations, or are based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any statements made by anyone regarding lot size and boundaries. If these issues are important to Buyers, they should not rely on any statements made by anyone without independently investigating these issues by hiring a licensed surveyor during Buyers' inspection period, if any. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or Brokers.

**9. FENCES:** 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.

**10. SEPTIC SYSTEMS AND WASTEWATER TREATMENT SYSTEM REGULATIONS:** If the Property has a "Septic System" (usually consisting of a septic tank, cesspool, leach lines, leach field, pits, or a combination thereof), Buyers should obtain a current, written inspection report from a licensed professional regarding the condition and adequacy of the Septic System for the Buyers' specific needs. Visual inspection of the tank alone is insufficient. Buyers' lender or government agencies may require an inspection and testing of the Septic System. Brokers make no representations as to the location, condition, capacity, operability or expandability of the Septic System.

Expansion or remodeling of the dwelling may be restricted or even denied due to the existence, location, size or condition of a Septic System. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the Septic System (e.g., connection to sewer system) which may be expensive. The Septic System may not be in compliance with current or future code requirements, and code compliance may be required for any future work done on the Property. Buyers should investigate these issues at appropriate government agencies and with qualified licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about on-site waste water treatment/septic system regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and go to the website: [www.swrcb.ca.gov](http://www.swrcb.ca.gov). See also Paragraph 85.

**11. SEWERS AND SEWER LATERALS:** Many public sanitary districts and private sanitary entities serve various communities and some have different rules and regulations regarding fees and costs. Buyers need to determine whether or not the Property is part of such a district or entity and make arrangements with Sellers to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and charges relating to participation, usage, maintenance, and type of equipment (such as sewer lateral clean-outs, backflow prevention devices) and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of failed sewer laterals (from the building served to the clean out in the city's right of way). Some cities require inspection/testing, the filing of written reports and repair of sewer laterals prior to sale, remodeling or expanding the residence or when changing plumbing fixtures or utility service. Buyers should contact the applicable public district or private entity to determine what, if any, action must be taken with respect to sewer systems and sewer laterals during Buyers' inspection contingency, if any. Prior to transfer of title, some private sewage disposal systems may also mandate inspection/testing of the system, a written report and other requirements for hook-up to a public sewer system, depending upon the proximity of the Property to a public sewer system. Some jurisdictions require certification procedures pre- or post-Close of Escrow. Penalties for noncompliance can be imposed. Each jurisdiction has its own unique requirements which Buyer should research during Buyer's inspection contingency, if any, because these local regulations are subject to change at any time.

Even though the Property may be located in a sanitary district or subject to a sewer assessment, the Property may not be (and may not be entitled to be) connected to the sewer system. There may be a separate cost for the installation and connection of the Property to the sewer system and/or other actions that must be taken by Sellers and Buyers to transfer rights. Buyers should retain qualified professionals to evaluate the Property so as to determine the existence and condition of any sewer connections; that evaluation may require a video "scoping" of the system and/or pressure testing. Brokers have not and will not verify any of the issues discussed in Paragraph 11.

**12. WATER AND WELL SYSTEMS:** The Property may be served by a well, a spring, public or private water systems, or a combination thereof, in which case Buyers should consider requesting that Sellers complete the PRDS Well and Private Water System Checklist. Water may contain bacteria, chemical, metals, minerals, and may emit odors, Buyers should contact appropriate governmental agencies and should hire qualified professionals to determine the water source and have the water pressure, water system and its components inspected and determine the availability, quantity, quality and potability of the water. Results of such testing may vary by season and may change over time due to geological events and other factors. Water quality and/or purity may impact Buyers' intended uses for the Property including, but not limited to, the types of trees, landscaping or crops that may be grown. Brokers have not verified and will not verify any of the issues discussed in Paragraph 12.

Recent studies have revealed that some wells in Morgan Hill and San Martin contain the chemical perchlorate. Other wells in Santa Clara County may be contaminated by this or other chemicals. Any questions about possible chemical contamination including, but not limited to, its impact on any given property, and any other questions regarding regulations, water quality, quantity and/or cost should be directed to Valley Water District by calling (408) 265-2607 or visiting their website at [www.valleywater.org](http://www.valleywater.org). See also Paragraphs 94 and 96.

Valley Water District manages water resources and provides stewardship for Santa Clara County's five watersheds, including ten reservoirs, groundwater basins and hundreds of miles of streams. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District releases water from the reservoirs to replenish the underground water supply. Because the amount of local rainfall cannot be predicted, there is no way to guarantee that any given reservoir will fill up each winter or that there will be sufficient water for all purposes, including recreation facilities. Brokers are not experts on this topic.

**13. WATER SHORTAGES AND CONSERVATION / WATER CONSERVING PLUMBING FIXTURES:** The Property may be subject to state or local water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, mandatory rationing and the need to bring in water from outside sources. The policies of local water districts and the city or county in which the Property is located can result in limitations on the amount of water available to the Property, restrictions on its use of water, increasingly graduated costs, and penalties for excess usage. Buyers should 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 Buyers' intended use or development of the Property. If the Property is serviced by a private well or private water system, drought conditions or a low water table, it may become necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water supply companies for the costs involved.

Current law (Civil Code Section 1101.1, et seq.) requires that "noncompliant plumbing fixtures" be replaced with "water-conserving plumbing fixtures" by certain prescribed deadlines. A "noncompliant plumbing fixture" is (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 that emits more than 2.2 gallons of water per minute. The compliance deadlines are as follows:

**A. Single Family Residences:** If an alteration or improvement is undertaken for which a permit is required, compliance is a precondition of final permit approval (or, as applicable, certificate of final completion or occupancy). All single family residences built before 1994 must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. (NOTE: Condominium units are not currently subject to this requirement.)

**B. Multifamily and Commercial:** Compliance is required where (1) building additions increase the floor area of the space in the building by more than 10%, (2) estimated costs of alterations or improvements exceed \$150,000 or (3) plumbing fixtures are located in the room where permit-required work is undertaken. **After January 1, 2019, however,** all multifamily and commercial properties must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. **CAUTION:** Owners of such properties should carefully review the applicable statutory language and seek legal advice regarding compliance with the many important elements of compliance, disclosure, notification and other provisions not detailed in this summary.

**14. WET WEATHER CONDITIONS:** California experiences a wide range of weather conditions and at times has heavier-than-usual rainfall. During heavy rains, properties may become susceptible to earth movement, drainage problems and flooding. Properties which may not have experienced past water intrusion into or under improvements may experience these conditions due to weather-related phenomena. Sellers are obligated to disclose to Buyers those defects or conditions known to Sellers which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the condition of a Property or its improvements caused by unusually wet weather and no one can predict future impacts of wet weather conditions. Buyers should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

**15. WATER INTRUSION:** Many homes suffer from water intrusion or leakage either on a short-term or long-term basis. Causes of water intrusion are varied, and may include defective construction, faulty grading, deterioration of building materials and absence of waterproofing. Water intrusion can cause serious damage to the Property including, but not limited to, 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 significant. The existence and cause of water intrusion is often difficult to detect. An absence of visual evidence of water intrusion does not mean that such intrusion does not exist. Buyers should have the Property inspected for water intrusion by a licensed professional during Buyers' inspection period, if any. Brokers cannot determine the amount, degree or cause of water intrusion or the extent of any damage that may exist.

**16. GROUND WATER, NATURAL SPRINGS AND WATER RUNOFF:** Some properties have high water tables that can lead to water intrusion problems, intensify mold growth and compromise the stability of soils and foundations. High water tables may affect septic systems, wells and the development, use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and rain water runoff issues that may result in standing water, dry rot, flooding, mold, foundation failure or other potential water damage to improvements. Hillside properties or properties with retaining walls may be more susceptible to these issues. Buyers should retain geotechnical engineers and civil engineers to help evaluate the effect of high water tables on the Property and consider drainage modifications to protect the structure and improve the value, development, use, and enjoyment of the surrounding area. If the Sellers' disclosures, any visual inspection of the Property, or any professional inspection report indicates a past or current water-related issue, Buyers are strongly encouraged to thoroughly investigate the problem (even if it is common to the area) to determine its cause and possible repair costs to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified and will not verify any of the issues discussed in Paragraph 16.

**17. CREEKS AND CULVERTS:** Many properties are impacted by creeks (narrow channels or small streams) and culverts (man-made structures 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 near a creek or culvert, Buyers should engage licensed professionals and investigate the possibility of flooding and water intrusion that may result from those water sources during Buyers' inspection period, if any. In addition, federal, state, county and some city entities and agencies have enacted regulations regarding creeks and culverts.

Some municipalities have implemented land management programs to keep creeks and groundwater free-flowing and free of debris. Due to pressures from development, all potential sources of environmental pollution are coming under public scrutiny, including those from farming and horse property. Buyers should investigate the County's land management programs during their inspection period, if any, at the following website: [www.sccgov.org](http://www.sccgov.org).

**18. LEVEES:** A levee is an embankment to prevent a river or body of water from flooding surrounding land. Due to proximity to various bodies of water and waterways, several geographic areas either have existing levees or require the construction of new levees. The Federal Emergency Management Agency ("FEMA") is responsible for certifying that any existing or proposed levees will protect an area against certain flood levels. FEMA is in the process of digitizing and updating their Flood Insurance Rate Maps ("FIRM") for several areas. All levees must be properly maintained and FEMA has indicated that certain levees need to be improved. The current and future existence or condition of a levee may impact the need for flood insurance. Brokers are not qualified to determine whether or not the Property is or will be impacted by the existence, maintenance, improvement or construction of any levee. For more information contact the relevant County government or FEMA at: [www.fema.gov](http://www.fema.gov).

**19. WOOD DESTROYING PESTS AND ORGANISMS:** The presence of wood destroying pests or organisms can cause damage to the structures on the Property. To determine whether such pests or organisms are present, Buyers should have the Property inspected during Buyers' inspection period, if any, by a licensed structural pest control company which will issue a written report separated into two sections: Section 1 will identify areas where current infestation or infection is evident. Section 2 will identify conditions which will likely lead to infestation or infection. Repairs and corrections to the issues in this Paragraph are negotiable by and between Buyer and Seller.

**20. ANIMALS, WILDLIFE, PETS AND PESTS:** Current or previous owners may have kept domestic and other indoor or outdoor animals at the Property. Animals can cause damage to the Property: odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors (such as some cleaning techniques), or be temporarily masked by other odors (such as fresh paint or new carpet); animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Animals can also 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.

The Property may be subject to ordinances regulating the maintenance, breeding, number, or type of animals permitted, or other requirements such as spaying or neutering. Homeowner and Common Interest Associations often impose additional restrictions on animals. Buyers should investigate such restrictions during their inspection period, if any. Neighbors may have animals that can cause problems including, but not limited to, noise and 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, 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. If these are issues of concern, Buyers should discuss and/or investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period, if any.

**21. ENDANGERED SPECIES ACT:** Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and several additional California requirements, many species of plants and animals are deemed to be "endangered" or "threatened" and are thus subject to special protective measures which may impact the use or development of the Property; this is especially true in areas that abut a body of water or are in designated wetland area. Violating these laws can result in substantial fines and other civil penalties, and Buyers should contact the U.S. Fish and Wildlife Service at [www.fws.gov](http://www.fws.gov) and the California Department of Fish & Wildlife at [www.dfg.ca.gov](http://www.dfg.ca.gov) to determine if the Property is within any designated critical or essential habitat for any listed species. Buyers should also consider hiring qualified professionals experienced with application and enforcement of the Endangered Species Act during Buyers' inspection period, if any. Brokers have no expertise on this subject.

**22. POWER LINES AND POWER PLANTS:** Cities and counties receive electrical service through power transmission lines from power plants that may be located in proximity to the Property. The Property may be impacted by an easement for the benefit or use of utilities and impacted by the existence of high voltage lines, transformers, other types of power equipment and electro-magnetic fields. All areas have experienced power outages caused by multiple factors at various times including, but not limited to, concerns regarding fire hazards. Buyers should confer with the local utility, the State Public Utilities Commission and appropriate professionals during Buyers' inspection period, if any, and investigate the impact that any of these issues may have on the value, development, use, and enjoyment of the Property and/or the need for a home generator.

**23. UNDERGROUND UTILITIES AND PIPES:** Some communities have begun the process of relocating utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments, increased costs for homeowners and temporary disruptions of the neighborhood. Water, natural gas and other types of fuels are delivered to communities through a network of underground pipes that are connected to residential and commercial properties. Some areas have been adversely impacted by disruptions in service or damage to these underground pipes including, but not limited to, the destruction of homes. The general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at [www.npms.phmsa.dot.gov](http://www.npms.phmsa.dot.gov). Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") during Buyers' inspection period, if any, to determine if the Buyers' development, use or enjoyment of the Property is or will be impacted by underground utilities and/or pipes.

**24. SOILS AND GEOLOGIC CONDITIONS:** All land in California is subject to settling, slippage, subsidence, earthquakes and other forms of movement. The geologic forces that have shaped California over the eons are still active today. Much of California has expansive or adobe soil which can expand and contract depending upon the amount of water in the soil. Soil expansion and contraction can cause movement or shifting of structures, foundations and the land. Hillsides are frequently active or potentially active landslide areas which can negatively impact hillside properties and surrounding properties. The Property may be constructed on unstable or improperly compacted soil and have inadequate drainage capability. Buyers should confirm with an attorney the legality, enforceability and scope of any easements (whether recorded or not) to deal with all surface and ground water. Additionally, the Property may have known or unknown mines, mills, caves, wells, septic or other abandoned tanks, the existence of which can create safety hazards and can cause structural problems or destruction of improvements on the

Property and impact the ability to use or develop the Property. Buyers should retain geotechnical engineers and civil engineers to evaluate soil stability, grading, drainage and other soil conditions of the Property to determine how these forces may affect improvements to the Property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding area. Buyers should not simply rely on geologists or companies that review governmental maps (see Paragraph 49).

**25. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS:** Sellers need to disclose all known facts relating to the location, existence, maintenance and other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and any possible encroachments affecting the Property. Buyers should investigate these issues and engage a real estate attorney evaluate all relevant documents, whether recorded or not. Some communities have created and maintain public trail systems which abut private residences. Trails may be used by pedestrians, bicyclists, horseback riders and animals; as such, the proximity of public trails may impact the value, development, use and enjoyment of the Property. Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers and Brokers or cannot be determined by a survey and a title search. Statements regarding these issues in the MLS or advertisements, or plotted by a title company, are often approximations, and may be based upon inaccurate or incomplete records.

The use or maintenance of the Property or other properties by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Whether or not a written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a qualified California real estate attorney. Brokers have not verified and will not verify any statements made regarding matters identified in Paragraph 25.

**26. VIEWS AND VIEW ORDINANCES:** Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties, current location and future construction of cellular communication antennas and the use of any property within the line of sight of the Property. Buyers should review any covenants, conditions and restrictions ("CC&Rs"), ordinances, regulations, and any other documentation which may relate to views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations during Buyers' inspection period, if any, to evaluate any issues that might impact views.

Some cities and counties have view ordinances that may limit the planting of new trees, restrict the height of trees and limit future construction. Properties that are subject to a view easement may be required to maintain their landscaping so as to prevent any unreasonable obstructions to the views of other property owners. Certain trees that are part of the natural habitat may be exempt from these local ordinances. Often a view property will have recently trimmed trees and shrubs revealing the view; maintaining that view could entail not only trimming foliage on the Property, but may also involve enlisting the cooperation of their neighbors to keep their foliage trimmed, possibly at Buyers' expense. Cities and counties do not often take an active role in these issues; rather, they tend to encourage private resolution of such disputes. Each municipality has a slightly different mechanism for handling these situations, and Buyers should review the applicable Municipal or County Code/Ordinance during Buyers' inspection period, if any. Brokers have not verified and will not verify the information relating to views.

**27. TREES AND TREE ORDINANCES:** Several municipalities have enacted ordinances to regulate and control the removal of trees. Some cities have identified "heritage" or other significant trees that must be protected or preserved in certain areas. Permits may be required to cut down, destroy, remove or relocate designated trees. Buyers should read applicable tree preservation ordinances, check with relevant governmental entities and consult with an arborist during their inspection period, if any, to determine the health of trees and whether or not any special action can or must be taken with respect to any trees on the Property. The City of San Jose, for example, requires Sellers to make specific disclosures to Buyers regarding street trees on a separate form prior to the sale of residential property. If the Property is in the City of San Jose, Buyers should not close escrow without receiving the Sellers' Street Tree Disclosure form.

Whether or not there is an applicable local tree ordinance, Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding the type, condition and/or removal of trees that are on the Property or on a neighbor's property. Brokers are not qualified to make any determination about the issues identified in Paragraph 27.

**28. LAND LEASE:** Some developments are built on leased land, which may mean that: (a) Buyers will not own the land; (b) the right to occupy the land will terminate at some future time; (c) the cost to lease the land may increase in the future; (d) Buyers may not be able to obtain insurance; (e) the ability to obtain (and the cost of initial and future) financing of the Property may be impacted; and (f) the value, development, use and enjoyment of the Property may be impacted. This list may not include all related possible issues. Buyers should obtain a copy of the land lease and discuss with their own attorney or other appropriate professionals the practical and legal implications of owning a home on leased land.

**29. PERMITS, ZONING AND CODE COMPLIANCE:** Any structure, or portion thereof, on the Property, including the original building, any addition, modification, remodel, repair, improvement or accessory dwelling unit ("ADU") may have been built without permits, not according to building codes, or in violation of zoning laws and may not legally be used or occupied as contemplated by Buyers (collectively referred to as "nonconforming improvements"). The existence of a nonconforming improvement may have a negative impact on appraised value, ability to obtain financing, require a retrofit, impact habitability, preclude insurance coverage or result in fees, penalties and government enforcement actions. In some cases, nonconforming improvements may be subject to removal by local governmental agencies, including building, planning, zoning, environmental health, and code enforcement departments. Nonconforming or illegal rental units may be required to be vacated and possibly torn down. It might not be possible to legalize or bring such nonconforming improvements up to current code because of zoning or permit issues or other legal or regulatory limitations. Even if a nonconforming improvement was built according to the then-existing code or zoning requirements, it may not be in compliance with current building standards or local zoning. As such, commencing any new construction or remodeling projects may not be possible or may require bringing nonconforming improvements into compliance with current requirements. It is also possible that local law may not allow nonconforming improvements that now exist to be rebuilt in the event of damage or destruction. While Sellers are obligated to disclose all known nonconforming improvements, Sellers may not be aware of all nonconforming improvements or uses, especially those that were made prior to the Sellers' ownership of the Property.

Buyers are strongly urged to investigate the possible existence and status of all possible nonconforming improvements by reviewing all files maintained by governmental agencies for the Property (including those listed above), as well as obtaining the advice of contractors, architects, engineers or other professionals to verify the actual status of all permits, legal requirements and the effect of such requirements on past, current and future use of the Property, its development and size limitations during the Buyers' inspection period, if any. Brokers 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. Brokers have not verified and will not verify any of the issues detailed in Paragraph 29.

Obtaining and finalization of permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples including, but are not limited to, water conserving plumbing fixtures and safety devices for pools and spas. See Paragraphs 13 and 34.

**30. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Various federal, state and local governmental agencies impose limitations and restrictions regarding house size, configuration, design, construction and landscaping materials and development of real property depending upon the general location of the Property (e.g., if it is in the Coastal Zone, abuts waterways or is in a designated watershed area or environmental protection zone). Replacement or repairs of certain structures or systems or remodels of portions 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 or remodel has occurred. For example, remodeling or repairs may trigger the need to upgrade the electrical system, the type and number of smoke alarms, installation of water conserving plumbing fixtures (see Paragraph 13). Incentives may be available from some utilities to install energy efficient appliances. Permit or code requirements and building standards can change over time, resulting in increased costs to repair existing features or the inability to make any future repair, replacement, remodel or addition to the Property. Changes to state and federal energy efficiency regulations may impact the installation, replacement and some repairs of roofs, windows, water heaters heating and air conditioning units ("HVAC"). Federal Environmental Protection Agency ("EPA") regulations require phasing out the use of R-22, freon which may also impact repairs and replacements of existing air conditioning units and heat pumps. State regulations require that when installing or replacing HVAC units, duct work must be tested for leaks in some coastal areas. Home warranty policies may not cover such inspections or repairs. For further information on any of these issues, Buyers should, during Buyer's inspection period, if any, obtain the advice of land use professionals, contractors, architects, engineers or other relevant professionals and investigate with the appropriate governmental agency (e.g., building, planning, zoning, environmental health, code enforcement), the U.S. Department of Energy's website [www.energy.ca.gov](http://www.energy.ca.gov) and the California Energy Commission's website: [www.energy.ca.gov/title24](http://www.energy.ca.gov/title24).

Many homeowners use unlicensed repair people to save money. However, using unlicensed repair people may create problems because those individuals may not be qualified to do the work, they may not know all of the legal requirements for performance of that work and they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed. Brokers have not verified and will not verify any of the issues detailed in Paragraph 30.

**31. PLANS (ARCHITECTURAL & CONSTRUCTION):** 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' contracts with the architect specify that the plans remain in 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.

**32. SMOKE ALARMS & CARBON MONOXIDE DEVICES:** In addition to state law disclosure requirements on these topics, some cities or counties may require a smoke alarm inspection by a qualified inspector prior to the transfer of title. Sellers and Buyers should contact the local governmental agencies and all applicable regulators regarding the type, number and location of smoke alarms and carbon monoxide devices. Buyers need to determine whether an inspection or additional documentation is needed to certify proper installation and operation of the smoke alarms and ascertain the impact that these issues may have on the value, use, enjoyment or development of the Property. Fire department resources vary from district to district. Buyers should investigate these issues during Buyers' inspection period, if any.

**33. RETROFIT, SAFETY & SECURITY REQUIREMENTS:** Local laws may require installation of barriers, access alarms, self-latching mechanisms and other measures to decrease risks to children and others presented by swimming pools and hot tubs in addition to requirements imposed by the State of California. See Paragraph 34. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads in addition to the requirements imposed by the State of California. State and local laws may require the installation of locking mechanisms on doors and window bars, operable smoke alarms and carbon monoxide devices, gas shut-off valves, spark arresters and tempered glass, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyers. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads, gas shut-off valves, spark arresters and tempered glass. Unless specifically agreed in the Purchase Contract, the Property may not be in complete compliance with applicable requirements. To determine the retrofit requirements and any applicable penalties for non-compliance, and to determine the extent to which the Property complies with such standards, consult with the appropriate government agencies. To determine the costs, if any, consult licensed construction professionals.

**34. POOL & SPA SAFETY:** Commencing January 1, 2018, 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.

Although it is important to have appropriate safety features 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 and there are less than 2 safety features, then installation of 2 of the 7 drowning prevention 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. Real estate professionals are not obligated to and are not qualified to determine if the Property has any current safety features.

**35. BALCONIES/DECKS INSPECTION & 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 inspection contingency.

**36. GARAGE DOOR SAFETY REQUIREMENTS:** Effective July 1, 2019, in addition to existing safety standards regarding automatic reversing device standards, all new automatic garage door openers sold or installed in California must have a battery-operated back-up system to function during electrical outages. This state law is not a mandatory retrofit of existing garage doors; it only applies to new garage doors.

**37. RE-KEYING:** Buyers are advised to re-key all locks upon possession. Alarm system, (which may be leased, see Paragraph 5), should be serviced by professionals and all alarms codes should be changed by Buyers. Garage door openers and remotes should also be re-coded.

**38. ON-LINE 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 **PRDS® California Consumer Privacy Act Advisory**. 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 site 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.

**39. EPA REQUIREMENTS FOR PRE-1978 HOUSING:** U.S. Environmental Protection Agency ("EPA") regulations require (a) that contractors be certified before performing work in homes built before 1978, (b) the use of lead-safe practices and other actions aimed at preventing lead poisoning, and (c) that property owners who wish to renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities, before beginning work, also be certified and follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule. For further information, contact the U.S. EPA's Lead Information Center at 1-800-424-LEAD [5323], or go to: [www.epa.gov](http://www.epa.gov).

**40. HISTORICAL DESIGNATION, COASTAL COMMISSION, AND OTHER RESTRICTIONS ON IMPROVEMENTS AND LAND USE:** The Property may be designated as a historical landmark, protected by historical conservancy, subject to an architectural or landscaping review process, lie within the jurisdiction of the California Coastal Commission or other government agency, or be subject to a contract preserving use of all or part of the Property for agriculture or open space. Specific structures, sites, trails, roads and natural features may be identified in a "General Plan" or local "Specific Plan" as requiring special treatment and various types of permits and other fees (especially if the Property is located along the California coastline). If the Property is specially designated on any governmental entity's list or map, there may be severe restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, remove, build or rebuild any of the structures or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by retaining the services of a land use consultant and contacting all applicable governmental agencies (including, but not limited, to local city and county planning departments, the California Coastal Commission ([www.coastal.ca.gov](http://www.coastal.ca.gov)), or call North Central Coast District Office at (415) 904-5260, the California Department of Fish and Wildlife ([www.wildlife.ca.gov](http://www.wildlife.ca.gov)) and the U.S. Army Corps of Engineers at: [www.spn.usace.army.mil](http://www.spn.usace.army.mil)). See also Paragraph 30 of this Advisory. Brokers have not verified and will not verify any of the issues detailed in Paragraph 40.

**41. 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. Rental property that is offered to the public must be done in compliance with all state and federal fair housing laws including but not limited to, making reasonable accommodations for individuals with disabilities and/or with service/assistance/companion 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 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.

Landlords must provide various disclosures and advisories to Tenants and comply with state and local Landlord-Tenant regulations. For example, commencing July 1, 2020, Landlords must disclose, in writing, if the Property is exempt from the Just Cause Eviction requirements. Landlords

must also comply with Civil Code Section 827 when giving tenants notices of rent increases. Other statewide Landlord notice requirements include, but are not limited to, providing Tenants with a statutory flood hazard disclosure and a bedbug notice to all Tenants. Landlords must also comply with other regulations to eradicate bedbugs. 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 the Close of Escrow. 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.

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.

**42. RENTAL (SHORT-TERM & VACATION):** Various local governmental entities and 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 using services such as Airbnb and VBRO. 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&R's"). 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&R's 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 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.

**43. MELLO-ROOS DISTRICTS, 1915 BOND, AND OTHER FACILITIES DISTRICTS:** The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and a levy of a special tax pursuant to a Mello-Roos community facilities or other district. The existence of Mello-Roos and 1915 Bond districts should be referenced in a report by a Natural Hazard Disclosure ("NHD") company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Sellers or local disclosure. Sellers are 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. The responsibility for prorating or paying taxes and assessments should be determined as part of the negotiations for the Purchase Agreement.

**44. "SUPPLEMENTAL" PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of Your "Supplemental" Tax Bill" 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. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bill 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 regarding this matter, please call your Tax Collector's Office."

Although this statutory Supplemental Tax Bill Notice refers to a loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. 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 filled by the Buyer with the local taxing agency which identifies the sale price of the Property; however the Assessor may value the Property at its fair market value regardless of the sales price. Parcel and other types of taxes may be added and/or increase over time. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector and/or Buyer's own tax or legal advisors. Brokers do not have expertise on the issues in Paragraph 44.

**45. PACE:** California First, also known as PACE ("Property Assessed Clean Energy"), is a program available to homeowners to help with energy and water conservation improvements to their property. Through PACE, property owners may finance such projects as adding insulation or installing more energy efficient furnaces, drought tolerant landscaping or other conservation measures. Buyers and Sellers are cautioned that these financed funds become a line-item obligation on future property tax bills and are usually not listed on Preliminary Reports from Title Companies.

Note: Some lenders may not allow PACE financing because it affects their security interest. Effective January of 2018, Federal Housing Authority ("FHA") has announced that they will not insure any mortgage with a PACE lien in place. Buyers and Sellers are advised to consult with qualified tax, financial and legal advisors regarding the ramifications of an existing PACE loan and whether or not to apply for a PACE loan. Sellers should disclose the known existence of, and any other information regarding, PACE financing relating to the Property.

**46. FIRPTA/CALIFORNIA WITHHOLDING:** Federal law nominally requires Buyers to withhold and remit to the Internal Revenue Service a set percentage of the purchase price if a Seller is a non-resident alien, unless an exemption applies. The original 10% withholding amount is increased to 15% where the sales price is \$1 million or more. Sellers may avoid this federal withholding requirement by providing to Buyers a "FIRPTA" statement duly claiming exempt status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer

identification number. Alternatively, a “Qualified Substitute” (such as the escrow holder) can state under penalty of perjury that it has verified the required taxpayer identification information. The Purchase Contract may impose time limits on how quickly the Seller must provide the required documentation. Buyers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and Buyers sign an affidavit stating that they intend to occupy the Property as their principal residence. California law requires that Buyers withhold and remit to the Franchise Tax Board 3-1/3% of the purchase price unless the Sellers sign an affidavit that the Property was the Seller’s (or the decedent’s if a trust or probate sale) principal residence or that another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Buyers and Sellers should seek advice from a Certified Public Accountant, attorney or taxing authority.

**47. DEATH ON THE PROPERTY:** California law requires that all Sellers, whether or not exempt from completing any specific disclosure forms, disclose any death on the Property and the manner of death that occurred less than three years of the date an offer to purchase is made. Although the California Legislature deems deaths that occurred more than 3 years prior to the date of sale not to be “material facts,” any responses by Sellers and Listing Agents to direct questions on that topic must be truthful. Buyers who have questions or concerns about this topic should put their inquiries in writing for a written response, if any, from Sellers.

**48. TRANSFER DISCLOSURE STATEMENT:** Unless exempt, Sellers of residential property consisting of 1 to 4 units must complete a Real Estate Transfer Disclosure Statement (“TDS”) even if the property is being sold “AS IS”. The Parties cannot waive this statutory requirement. Seller must, for example, disclose any past or current lawsuits affecting the Property of which they are aware and disputes regarding construction defects with references to Civil Code Sections 900, 903, 910 and 914. See Paragraph 6 above. If Sellers have any questions regarding how to respond to any of the questions in the TDS, any supplements to the TDS, any other questionnaires, inquiries from Buyers or how to disclose any known material fact, Sellers should consult with their own qualified California real estate attorney.

If Sellers become aware of new information that affects the value, development, use and enjoyment of the Property that the Buyers are not otherwise aware of or has already been disclosed to the Buyers, Sellers may be required (depending upon, e.g., the purchase contract form) to amend the TDS and give the Buyer a right to rescind the purchase contract within three days of personal delivery (or five days of mailing) of the amended TDS. If Sellers have any questions regarding the obligation to provide and/or the benefits of providing an amended TDS, they should consult with a qualified California real estate attorney. Brokers do not have the requisite expertise to provide advice on the issues in Paragraph 48.

**49. NATURAL HAZARDS DISCLOSURE:** Unless exempt, Sellers of residential property consisting of 1 to 4 units must disclose known natural hazards on the Natural Hazards Disclosure Statement (“NHDS”) form. Sellers generally retain the services of a third-party natural hazards disclosure company to review public records and maps to provide that information to Buyers. Where a Seller is exempt or is otherwise not required to provide the NHDS, it is recommended that Buyers still secure a NHD report to be informed of natural hazards which could affect the use and development of the Property. Some NHD companies provide information based upon federal, state, county and local sources, but these sources are not always consistent with each other, the maps relied upon may change over time, and the thoroughness of the report may vary depending upon the company chosen and the cost of the report. Buyers should carefully review all sources relied upon in the NHD report. Not all NHD companies use the same sources and some do not include all of the local information. Buyers should not rely exclusively on the NHDS or the accompanying NHD reports for all information regarding natural hazards which may affect the Property. Buyers who have questions about any NHD report should contact the NHD company that issued the report. Although some NHD providers are licensed geologists, they are not conducting a geological examination of the Property. Buyers should have the actual Property inspected by a licensed geologist, geotechnical engineer, or other licensed professionals to evaluate the past and current condition of the Property so as to assess its value, future use and development. Brokers are not qualified to determine the location or extent of natural hazards or to explain the contents of NHD reports.

**50. GEOLOGIC HAZARDS:** California has experienced earthquakes of varying sizes and frequency. There is always a potential for future earthquakes. Earthquake damage may not be discoverable by Buyers’ or Brokers’ visual inspections. Inspection by a licensed structural engineer is strongly recommended to determine the structural integrity and safety of all improvements on the Property. If the Property is a condominium, or is located in a planned unit or common interest development, Buyers should contact the Homeowners’ Association regarding earthquake repairs and retrofit work. Buyers are encouraged to obtain and read the pamphlet entitled “The Homeowners Guide to Earthquake Safety.” If the home was built prior to 1960, Sellers may be required to complete a questionnaire within that pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt-up) concrete walls, Sellers must provide Buyers with a pamphlet entitled “The Commercial Property Owner’s Guide to Earthquake Safety.” Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for review at city and county planning departments. Buyers should review public maps and reports and/or obtain a geologist’s inspection report rather than relying solely on the NHDS (see Paragraph 49). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

**51. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** California law requires the delineation and mapping of “Earthquake Fault Zones” along known active faults and “Seismic Hazard Zones.” Affected cities and counties must regulate construction projects within these zones. Improvement of affected properties may be subject to the findings of a geological report prepared by a registered California geologist. However, earthquakes and seismic hazards may occur outside designated zones. For further information, Buyers should make independent inquiries of any research company retained by Sellers (see Paragraph 49) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers’ inspection period, if any.

**52. FIRE HAZARDS, HOME HARDENING & DEFENSIBLE SPACE:** Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others. Certain fire hazard zones are reported in the NHDS (see Paragraph 49). Certain types of materials used in home construction create a greater risk of fire than others. However, there is a potential for fires even outside designated zones. 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 and cost of securing appropriate insurance coverage 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. State and local jurisdictions may require that homeowners maintain their properties by means of weed/brush abatement, tree trimming and other measures to create “defensible space” in a fire hazard area.



Effective January 1, 2021, Sellers of property built before January 1, 2010 that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose their awareness of the property's fire hardening vulnerabilities. Effective July 1, 2021 Sellers of property that is located in high or very high fire hazard severity zones who must complete a Real Estate Transfer Disclosure Statement must also disclose whether or not there are any local ordinances regarding defensible space or local vegetation management ordinances regardless of the age of the property.

Fire prevention steps may be required of property owners in some areas. Properties located in a high or very high fire hazard severity zone may be subject to CalFire building and use restrictions which can impact the rebuilding, renovation and/or expansion of existing structures and the building of new structures. Information on minimum annual vegetation management standards to protect homes from wildfires may be obtained at [www.readyforwildfire.org](http://www.readyforwildfire.org). Additional information may be obtained at the California Department of Forestry and Fire "CalFire" website <http://fire.ca.gov/>. CalFire also has a "Fire Hazard Severity Zone Viewer" at <https://gis.data.ca.gov/datasets/> which may be used to determine if a property is in a fire hazard zone, if any. For further information, Buyers should contact the local fire department as well as Buyers' insurance agent during Buyers' inspection period, if any, regarding the risk of fires. Buyers should consult with all applicable governmental agencies regarding any questions about fire safety zones and applicable regulations; Buyers should also investigate with Buyer's own construction, architectural and development experts regarding any planned future use or development of the Property. Brokers do not have expertise on the issues addressed in Paragraph 52.

**53. FLOOD HAZARDS/ZONES:** The National Flood Insurance Program identifies flood plain areas and establishes flood-risk zones within those areas which are shown on the NHDS (see Paragraph 49). That 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 depending upon which flood zone applies and some properties may now be required to have an elevation certification on file with the local government in order to obtain insurance coverage. Buyers should recognize that there is potential for flooding even outside designated zones; flood maps and flood designations may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Changing sea levels and heavy rainfall may also cause potential flooding. For further information, Buyers should consult their lender, insurance agent and the Federal Emergency Management Agency ("FEMA") during Buyers' inspection period, if any.

**54. ENVIRONMENTAL HAZARDS:** The presence of such environmental hazards as lead-based paint and other lead contamination, asbestos, formaldehyde, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, tri-chloro-ethane or tri-chloro-ethylene (a.k.a. "TCE"), and other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyer's inspection contingency period, if any. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled "Residential Environmental Hazards; A Guide for Homeowners, Homebuyers, Landlords and Tenants" and "Protect Your Family from Lead in Your Home."

**55. MOLD:** Mold is one type of environmental hazard. The presence of toxic and non-toxic mold, fungi, mildew and other organisms (collectively referred to as "Mold") may adversely affect the Property. Current information indicates that some types of Mold may cause severe health problems for certain individuals, but not everyone. Not all Molds are detectable as part of a visual inspection by a Broker or even a professional whole-house inspector. It is also possible that the Property could have a hidden Mold problem unknown to the Sellers. The only way to provide any reasonable assurance that the Property does not have a Mold or other health hazard problem is to retain the services of an environmental expert to conduct specific tests at the Property. These tests customarily consist of an interior and exterior examination for airborne spores and a carpet test, but other procedures may be necessary. Any visible Mold should be professionally evaluated. Brokers have not verified and cannot verify whether there is or is not any type of health hazard.

Buyers should consider having a specific Mold test performed by an environmental professional as either a separate investigation or an add-on to their whole-house inspection. This is especially necessary if a Buyer has a known problem with Mold or if any of the inspection reports or disclosure documents indicate that evidence of past or present moisture, standing water or water intrusion at the Property, since most Mold thrives on moisture. All inspections, including those to detect Mold, should be completed during Buyer's inspection period, if any. Any waiver or failure on the part of Buyers to complete and obtain all appropriate tests, including those for Mold, is against the Brokers' advice. For more information about Mold, Buyers should consult the Environmental Hazards Pamphlet referenced in Paragraph 54.

**56. UNDERGROUND STORAGE TANKS ("UST"):** Many homes may have or have had an underground storage tank ("UST") for the fuel oil that fired the furnace or for storage of gasoline or oil. As natural gas became the standard fuel for home furnaces, virtually all of the old furnaces were replaced. However, many USTs remain buried on some properties and cannot be detected as part of a visual inspection. The California State Water Resources Control Board regulates all residential USTs in California. The licensing, inspection and regulation of residential USTs is currently not required if the tanks capacity is less than 750 gallons and it was used for fuel oil only. However, this does not guarantee that any given property would be exempt from abatement if a UST is discovered. Each municipality has different regulations that may include tank removal and soil cleanup of any toxic material that may have leaked from the UST. For further information, contact the Public Works Department, Building Department and Fire Department for the Property.

**57. GOVERNMENTAL SERVICES:** Economic and political factors may impact the cost, nature and extent of available governmental services including, but not limited to, law enforcement, fire protection, postal service and public works. Buyers should investigate the impact that these issues may have on the value, development, use and enjoyment of the Property during their inspection period, if any. Brokers have not verified and will not verify the issues addressed in Paragraph 57.

**58. SCHOOLS:** Neighborhood schools normally serving the Property may not have space available in current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties, possible closings and other issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. The ability to provide schooling for children with special needs varies greatly in different communities. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any. Brokers have not verified and will not verify the issues in Paragraph 58.

**59. NOISE AND ODORS:** Levels and types of noise and odors that bother one person may be acceptable to others. Factors which can impact these subjective, sensory issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors' indoor and outdoor activities, crops, animals and other causes. The Bay Area is also served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Property's proximity to flight paths and airports. Local amenities, facilities and venues including, but not limited to, the Shoreline Amphitheater, Mountain Winery, Montalvo Center for the Arts, Great America, Levi's Stadium, Avaya Stadium, SAP Arena, schools, parks and ball fields, produce noise at various times. Some coastal properties may be impacted by tsunami warning systems. Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Buyers and will impact the value, development, use and enjoyment of the Property.

**60. SMOKING & VAPING ORDINANCES:** The Counties of Santa Clara and San Mateo as well some cities in those counties have or are in the process of enacting smoking ordinances regulating smoking pollution from a variety of tobacco and non-tobacco devices, including but not limited to vaping, within some types of residential property. These regulations may limit or affect where smoking is permitted, the terms of any applicable lease agreements, the smoker's responsibilities to others for the effects of second-hand smoke and other issues. Different rules may apply to multi-unit residences. CC&Rs and homeowners' association rules and regulations may also address these issues. For more information, Buyers should go to the applicable governmental website and should contact the homeowners' association.

**61. MARIJUANA & DRUG LABS:** Effective January 1, 2018, California has passed laws legalizing marijuana ("cannabis"); however, that statewide law requires local cities and counties to enact regulations for the issuance of permits and licenses prior to anyone using, cultivating, distributing and/or selling cannabis. Those regulations can include, but are not limited to, a determination as to the availability of water and other resources to grow cannabis. NOTE: 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 that have passed contrary legislation 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. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent.

The new State laws allow 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 properties may have been used as illegal methamphetamine labs. California law requires owners to notify occupants of such usage. Depending upon the circumstances, special clean-up efforts may be needed. Buyers should consider hiring an environmental hygienist contractor and other appropriate professionals to inspect a property where marijuana activity has taken place or where there has been a methamphetamine lab. Brokers are not qualified to make any determinations regarding the issues in Paragraph 61.

**62. CRIME:** The existence of crime is a fact of life. Some areas experience more crime than others and crime statistics for various areas may rise and fall over time. Local law enforcement agencies may target designated areas for special, but temporary, enforcement measures. Individual criminal acts may occur anywhere and may or may not be reported to law enforcement or news sources. During their inspection contingency period, if any, Buyers should check with local law enforcement agencies if concern over criminal activity is a factor in the purchase of the Property. Brokers do not undertake these investigations and do not have the necessary expertise to evaluate criminal activity.

**63. "WIRE FRAUD" SCAM ALERT:** Recently some Buyers and Sellers have received emails purportedly sent by their agent or an escrow company providing wire transfer information, but that are actually sent by hackers who re-direct the funds to the hacker's account with an off-shore site. Buyers and Sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer directly and personally confirming verbal wire transfer instructions before taking any steps to have their funds transferred. If a questionable wiring instruction has been received, Buyers and Sellers should promptly notify their bank, their real estate broker and the escrow officer, as well as the FBI at [www.fbi.gov](http://www.fbi.gov) or the Internet Complaint Center at [www.ic3.gov](http://www.ic3.gov).

**64. FREEWAYS, HIGHWAYS AND STREETS:** The ability to travel on public roads varies greatly due to present and future changes in those roads, development and construction of other properties, weather, traffic congestion, and such other factors as peak travel times. Public and private events and venues can add substantially to travel times, and resultant traffic impacts may adversely affect the value, development, use and enjoyment of the Property. Buyers should assess their own transportation needs and investigate relevant transportation issues during various times and days of the week during their inspection period, if any.

**65. TRAINS AND BART:** Caltrans operates commuter trains that run daily from San Jose to San Francisco and make stops in Santa Clara and San Mateo Counties. A railroad train also runs between San Jose and Cupertino several times a week. Freight trains operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains. Trains, train tracks and train stations may create noise, impact local streets, and affect the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, trains must produce a distinct, separate, sequential blast at various grade crossings (where a street crosses the tracks) and whenever a train engineer sees a trespasser near the tracks. Caltrans has relocated horns onto the top of the locomotives, increasing the volume and range of the sound. Caltrans is attempting to balance neighborhood noise concerns with required safety regulations. Since ultimate impact on the Property or Buyers of any type of train traffic is subjective in nature, Buyers are advised to personally investigate these issues during their inspection period, if any, to determine their potential impact. For more information, go to [www.caltran.org](http://www.caltran.org); [www.bart.gov](http://www.bart.gov).

**66. HIGH-SPEED RAIL:** On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system ("HSRTS") linking various cities in the State. Both the location of the proposed HSRTS and the possible effect that the construction and operation of that system will have on residential areas has been the subject of concern and debate. Some news reports have indicated that, depending upon the location of the HSRTS, it may have a negative effect on some properties in the San Francisco Bay Area. Precisely what impact, if any, the proposed HSRTS system will have on the Property or Buyers preferences is unknown either before, during or after construction and is subjective in nature. Brokers are not experts in this area and Buyers are advised to satisfy themselves with regard to this issue during their inspection contingency period, if any. The California High-Speed Rail Authority ("Authority") is responsible for planning,

constructing and operating that HSRTS; Buyers can obtain more information at [www.cahighspeedrail.ca.gov](http://www.cahighspeedrail.ca.gov).

**67. INSURANCE - CLUE REPORTS:** Buyers should consult an insurance broker during Buyers' inspection period, if any, to determine the cost of homeowners' insurance, the types of available coverage and any restrictions that the carrier might impose. Some insurance companies may impose such retrofit requirements as installation of safety glass, fireplace spark arrestors, and a gas shut-off valve. (The fact that an insurance company may require these repairs as a pre-condition of coverage does not necessarily mean that a Seller is otherwise legally obligated to install such devices). Insurance coverage for certain high fire risk, hillside, oceanfront and brush properties may only be available from the California Fair Plan; coverage may be limited and the cost of this insurance may be increased. Buyer's own insurance agent should be consulted during Buyer's inspection contingency period, if any, regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing a California Fair Plan application. Flood insurance may also be required from the National Flood Insurance Program (see Paragraph 53). If the Property is a condominium or part of a common interest development, the Homeowners' Association may provide some insurance coverage for the common area and units, but the Homeowners' Association may not provide coverage for the individual units or the homeowners' personal belongings. Buyers should ask for a copy of the Homeowners' Association insurance certificate and provide that to their own insurance broker to ensure that adequate coverage is provided for. Buyers should also consider asking Sellers order a C.L.U.E. report, (a 5-year history of past insurance claims) on the Property. Some insurance companies at various times have stopped issuing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Some insurance companies will not issue a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the Seller or the Buyer has made a mold or water intrusion claim within the last five years. During their inspection or insurance investigation, Buyers should assure themselves that homeowner's insurance can be obtained on the Property.

In the event that the Parties propose either that Seller retain possession of the Property after escrow closes (for any period of time), or that Buyer obtain possession prior to the Close of Escrow, the Parties should first consult with their insurance brokers to ascertain the availability of necessary insurance coverage.

**68. TITLE INSURANCE:** Buyers generally receive a Preliminary Report ("Prelim") from a title company as part of the Buyer's investigation of the Property. California law provides that a Prelim is only an offer of title insurance and is not a guarantee of title. The Prelim may not contain every item affecting title. Buyers should carefully review the Prelim and investigate all of the underlying documents that are referenced as policy "exceptions" or "exclusions". Although lenders must disclose that title insurance is optional, Brokers strongly encourage Buyers to purchase title insurance as recommended in the Mandatory Notice of California Civil Code Section 1057.6 which states, "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 maybe 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."

**69. HOME WARRANTY:** Buyers and Sellers can purchase home warranty plans that cover, both before and after Close of Escrow, various systems of the Property. Sellers can obtain coverage for the Property during the listing period. For an additional premium, upgraded policies providing additional coverage for, e.g., air conditioning, pool, spa, appliances, well and other features may be available. Home warranties do not cover every aspect of the Property and may not cover pre-existing conditions, upgrades for repairs required by state or federal laws. Buyers should review the availability of various home warranty plans during Buyers' inspection period, if any.

**70. COMMON INTEREST DEVELOPMENTS ("CID"):** If the Property is a condominium or is located in either a planned unit development or common interest subdivision, there will probably be a HOA as well as governing documents that pertain to the HOA, individual properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. 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. For more information about the types of governing documents, the duties and obligations of Sellers and Buyers, please review the PRDS<sup>®</sup> Common Interest Development Advisory.

**71. PRIVATE TRANSFER FEE:** A private transfer fee ("PTF") is a payment required and imposed within CC&Rs or other recorded instruments and due upon transfer of title. Sellers must disclose the existence of any PTF, the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid, the purposes for which the fee will be used, and the date or circumstances under which the obligation to pay the transfer fee expires, if any. Since Seller may not actually know whether the Property is subject to a PTF, Buyers should carefully examine any and all title documents and consult with a Title Officer to determine this issue.

**72. NON-CONFIDENTIALITY OF OFFERS:** Sellers or Sellers' representatives may not be legally obligated to treat the existence, terms or conditions of any Buyers' offer as confidential unless confidentiality is required by law, regulation, or a confidentiality agreement exists between the parties. Sellers and Buyers should carefully consider the relative need, value, advantage and disadvantage of requiring the execution of a confidentiality agreement as a precondition to submittal of an offer in consultation with a real estate attorney early enough in time for the attorney to prepare a satisfactory confidentiality agreement (if any) and for it to be delivered to Broker prior to presentation of Buyers' offer.

**73. LIQUIDATED DAMAGES:** A liquidated damages clause enables Buyers and Sellers to set a cap on the maximum amount of damages that Sellers may recover if Buyers breach the Purchase Contract. The liquidated damages clause in a real property purchase contract needs to be separately initialed by both Parties to be enforceable. For any deposits put into escrow after the initial deposit to be subject to the liquidated damages clause, there must be a separately signed or initialed agreement made at the time of the subsequent deposit. If the Property contains 1 to 4 residential units, one of which the Buyers intend to occupy, California Civil Code §1675 limits the amount of deposit that is subject to the liquidated damages clause to a maximum of 3% of the purchase price. Even if Buyers and Sellers agree to include liquidated damages in the Purchase Contract and there is a breach of contract by Buyers, the deposit will generally not be released by the escrow holder without mutually consistent written instructions from the Buyers and Sellers or a decision by a judge or arbitrator. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. California law prohibits including in the Purchase Contract any other type of remedy (such as a release or forfeiture of deposit or a non-refundable deposit) aside from the statutory liquidated damages clause for the Buyers' breach of contract. Brokers cannot give any legal advice about the issues in Paragraph 73 or determine who is entitled to receive the deposit. Any questions on these topics should be referred to a qualified California real estate attorney.

**74. MEDIATION AND ARBITRATION:** Mediation is a form of dispute resolution which involves hiring a neutral third party (the “Mediator”) to facilitate informal discussions and negotiations with the goal of reaching a settlement of the dispute; the Mediator does not determine who is right or who is wrong. The Parties involved in the mediation generally share in the cost of this confidential, non-binding process. If no settlement agreement is reached, either Party may pursue further legal action as provided in the Purchase Contract. A Party’s failure or refusal to mediate before resorting to arbitration or judicial action may result in that Party losing the right to recover their attorney’s fees even if he or she prevails. Which Parties should be involved in mediation and who should serve as the Mediator are issues that need to be determined by an attorney. Brokers are not qualified to represent Buyers or Sellers in resolving disputes through mediation since Brokers cannot give legal advice. Brokers are not obligated to mediate with the Parties unless they agree to do so in writing.

Arbitration is a form of dispute resolution which involves hiring a neutral third party (the “Arbitrator”) to render a formal decision on the claims and allegations and what damages, if any, shall be paid. Arbitration may be faster and less expensive than resolving disputes by litigation in court. The rules are usually less formal than in court; it is a private process that is not of public record. Arbitration is best handled by attorneys who understand real estate principals and the arbitration process issues. By agreeing to Arbitration, the Parties give up their rights to a jury trial and appeal. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts of the case. If Parties agree to arbitration, any dispute arising out of purchase and sale must (with some limited exceptions) be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. The Purchase Contract does not obligate the Brokers to participate in arbitration even if Buyers and Sellers agree to use that forum; however, Broker may have the option to voluntarily agree to participate. Brokers cannot give legal advice regarding these matters.

**75. LEGAL ACTION:** Sellers should disclose to Buyers any known claim or legal action (litigation or arbitration) which affects the title or use of the Property, whether or not that claim or legal action is resolved. Buyers should consult with their attorney regarding the affect that any disclosed claim or legal action may have on the value, development, use and enjoyment of the Property.

#### **REGIONAL ISSUES:**

**76. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY:** Buyers should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use or enjoyment of the Property or impact the ability of the local community to provide necessary services. Buyers should check appropriate governmental websites.

**77. COASTAL CONDITIONS, SEA LEVEL RISE:** Property located near coastlines may be subject to frequent strong winds, wind-driven rain, fog, salty sea air and/or mist, as well as direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age structures and personal property items exposed to the elements. Coastal properties may be negatively impacted by ocean tides/currents, increased risk of flooding, sinking land, and tsunamis. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion and other problems are common; thus, coastal properties require regular, thorough maintenance efforts. Development, current and future use, maintenance, repair and remodeling of coastal properties may be regulated by the California Coastal Commission and other governmental agencies (see Paragraph 40). Buyers should investigate these conditions and restrictions as well as the cost of increased maintenance and repairs that may be needed.

Sea level rise has the potential to negatively impact coastal properties in many ways, including, but not limited to, the following: coastal flooding; shoreline, beach and bluff erosion (that may necessitate sand replacement and/or result in loss of land, landscaping and structures); short term and long term viability of seawalls and bulkheads (regardless of the legal status of such structures); limitations on new coastal construction, development, improvement and/or repairs to existing properties and structures; enactment of geological hazard abatement districts and assessments; and changes to the “mean high tide line” which is used to determine property boundary lines. For more information about sea level rise, Buyers may go online to the National Oceanic and Atmospheric Administration Office for Coastal Management at [https://search.usa.gov/search?affiliate=csc\\_search\\_all&query=sea=level=rise](https://search.usa.gov/search?affiliate=csc_search_all&query=sea=level=rise) Brokers do not have expertise on the issues addressed in Paragraph 77.

The foghorn located at the El Granada breakwater is audible at times and at various sound levels in adjacent coastal communities, depending upon weather conditions and proximity. California Emergency Management Agency (“Cal EMA”) and the California Geological Survey (“CGS”) have released California Tsunami Inundation Maps covering approximately 50% of the state’s coastline and 100% of the San Francisco Bay Area. Buyers should investigate local emergency preparedness and potential tsunami hazards by going to the following websites: [www.myhazards.calema.ca.gov](http://www.myhazards.calema.ca.gov) and [www.consrv.ca.gov/cgs](http://www.consrv.ca.gov/cgs).

**78. 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 size and location of structures and impose other requirements and restrictions on property owners. Buyers of such property should contact BCDC at (415) 352-3600 for additional information.

**79. BAY FILL:** Some properties that are built on bay-fill have experienced salt leaching from the soil into and through concrete causing corrosion to the iron rebar in the foundations. Buyers of property built on bay fill should investigate this issue with qualified professionals.

**80. AGRICULTURAL AREAS:** Agricultural enterprises occasionally produce dust, noise and odors and utilize airborne fertilizers and pest control products which, depending on weather and other conditions, proximity and manner of application, may affect the environment and surrounding residential areas.

**81. GOLF COURSES:** There are several golf courses in San Mateo and Santa Clara Counties. Property located near a golf course may be affected by errant golf balls, noise, lighting or other problems that Buyers should investigate.

**82. "LOCAL OPTION" DISCLOSURES:** Cities and counties can enact "Local Option" disclosures, which require Sellers to disclose issues of local concern on a specifically required Disclosure Form. The Cities of Pacifica, Millbrae, South San Francisco and San Bruno have enacted ordinances requiring separate disclosures about noise generated by airports and aircraft. Sellers in the unincorporated areas of Santa Clara County are required to disclose specific information about that County's "right-to-farm" ordinance, the private well inspection disclosure ordinance, whether or not the Property is subject to a contract pursuant to the California Land Conservation Act of 1965 ("Williamson Act"), and whether the Property is subject to an open space easement agreement. Although Brokers may provide the Local Option Disclosure form to Sellers and Buyers, only the Seller is to complete the questions contained in that form.

**83. AFFORDABLE HOUSING (MANDATED):** Many cities are studying how to add residential units and "affordable housing" within their jurisdictions so as to comply with state and local legal requirements; some cities are in litigation relating to mandatory affordable housing issues, and others have already implemented affordable housing plans. As a result of recent revisions to state laws, there is a possibility that multi-family units and/or Accessory Dwelling Units ("ADUs") may be added to existing properties within single-family housing developments which may change the character and appearance of some traditional neighborhoods. For more information about what any particular city is doing in regard to this topic, go to that city's website (the sites for cities in San Mateo and Santa Clara County are listed on the last page of this Advisory). Brokers do not have expertise on the issues addressed in Paragraph 83.

**84. SIGNAGE & ADDRESS IDENTIFICATION ORDINANCES:** Many cities regulate the type and size of "For Sale" and other signs that may be located on private property and public property. The visibility, size and type of residential house numbers are also subject to various local regulations. In some cities, residential addresses must be illuminated.

### LOCAL SAN MATEO COUNTY ISSUES

**85. SAN MATEO COUNTY ONSITE WASTEWATER ORDINANCE:** All new residential or commercial facilities that are unable to connect to a sewer line must install an Onsite Wastewater Treatment System ("OWTS"), depending on the size of the property and where it is located (e.g., Half Moon Bay, Portola Valley, Woodside and unincorporated areas of San Mateo County). For a new Septic System, a site exam and soil percolation test must be completed prior to submission of a septic installation permit application. A remodel of properties serviced by existing OWTS may require an upgrade of the OWTS and additional plans or testing may be necessary. Existing septic tanks must be serviced by a certified septic pumping company that must provide the County with a copy of the written report regarding the condition of the septic tank within 30 days of pumping. If there are deficiencies noted in the OWTS, the County Environmental Health Department will notify the owner in writing of the needed corrections and the homeowner will then have 60 days to make the repairs. Securing a septic inspection report is not a condition of sale unless Buyer and Seller agree in writing to conduct that inspection or it is required by a local ordinance. Any resulting report must be provided to the County. Brokers cannot determine the impact or applicability of this ordinance; Buyers and Sellers should investigate this issue by going to the following website: [www.smchealth.org/landuse](http://www.smchealth.org/landuse).

**86. DALY CITY 3R REPORT:** Daly City requires sellers of residential property of 1 to 3 units to obtain a report of the residential building record ("3-R Report"), which must be provided to Buyers. The 3-R Report is prepared by the Daly City Building Division from its historical records only and is not based upon an actual inspection of the Property. The information in the 3-R Report may not be accurate or complete for various reasons. Although most of the City's records are computerized, many records were originally handwritten and incomplete. It is possible that errors could have occurred when the information was transferred from the original documents, and these errors might be repeated in subsequent 3-R Reports. However, the 3-R Report does contain useful information.

Buyers of residential property of 1 to 3 units in Daly City should not rely solely on the permit information contained in 3-R Reports. Some properties may have rooms, additions, structures or decks where there is no record of a permit ever having been issued for their construction. Such improvements may or may not have been built with a permit or officially finalized. If an improvement was constructed without all necessary permits or not in compliance with building codes, the City may require the owner to remove it or legalize it at substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, and should engage the services of a qualified contractor, architect or other professionals to verify its information. For additional information or to request a 3-R Report, contact the Daly City Building Division, 333 90th Street, Daly City, California 94015-1895; Telephone (650) 991-8061.

**87. FOSTER CITY LEVEE PROTECTION:** For several years, the City of Foster City Public Works Department has been studying a plan to improve its Levee System which provides flood protection and creates recreational purposes. The planned improvements may increase local assessments. For more information go to [www.fostercity.org/publicworks](http://www.fostercity.org/publicworks).

**88. HALF MOON BAY:** The City of Half Moon Bay settled a law suit resulting in the issuance of city bonds; the City will be using insurance proceeds to pay down its debt. Buyer should investigate whether this latest fiscal decision impacts the ability of Half Moon Bay to provide necessary services. For additional information go to [www.hmbcity.com](http://www.hmbcity.com).

**89. HILLSBOROUGH ORDINANCES:** The Town of Hillsborough Municipal Code requires Sellers of real property to provide Buyers with a Statement of Compliance regarding proper installation of spark arresters, smoke alarms and address number visibility by means of illuminated numbers. Buyers of property located in Hillsborough should not close escrow without receiving the Seller's Statement of Compliance form. The Town of Hillsborough also requires sewer lateral and water services testing procedures when real property is sold.

The Town of Hillsborough Municipal Code 5.12.050 requires the issuance of a permit for possession and use of home alarm systems. These permits cannot be assigned to the Buyer as part of the sale of residential property. Buyers who are acquiring property in Hillsborough which is already equipped with a home alarm system or who intend to install a home alarm system must secure a new permit. Permit applications can be obtained at the Hillsborough Town Hall at 1600 Floribunda Avenue. For more information about the home alarm permit requirements, sewer lateral and water testing and other requirements for property located in Hillsborough go to the following website: [www.hillsborough.net](http://www.hillsborough.net).

**90. MILLBRAE FIRE SPRINKLER AND ILLUMINATED ADDRESS NUMBER ORDINANCES:** The Millbrae Municipal Code requires that, in addition to complying with the State of California Smoke Detector law, fire sprinklers must be installed in the garage of any building or structure, including one or two family properties. This requirement is triggered when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) requiring a building permit is undertaken and the cost estimate exceeds \$1,000. The Millbrae Municipal Code also requires that all building addresses must be visible and legible from the street or road in front of the property and the addresses must be either internally or externally illuminated.

**91. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION:** The Town of Portola Valley requires sellers to provide buyers with a Residential Data Report from the Town listing the regularly authorized use, occupancy and zoning classification of the property. The information in the Residential Data Report is from historical records only and is not based upon an actual inspection of the property. The Residential Data Report may not be accurate or complete for various reasons. It is possible that errors could have occurred when the information was transferred from the original documents and these errors might be repeated in subsequent reports. However, these reports contain useful information regarding the permits that are of record with the Town. Buyers should independently confirm the information in the Residential Data Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other construction professional to verify the information in the Residential Data Report. For additional information or to request a Residential Data Report, go to the Town of Portola Valley's offices located at 765 Portola Road, Portola Valley, California 94028. For additional information, call (650) 851-1701. See also Paragraphs 29 and 30 of this Advisory.

**92. REDWOOD SHORES:** Redwood Shores is a master-planned community. Property located in Redwood Shores may be subject to multiple homeowners' associations. For more information about Redwood Shores, contact the managing agent for the Redwood Shores Owners' Association at the Manor Association (650) 637-1616 or go to the following website: [www.RSOA.info](http://www.RSOA.info). The Redwood Shores Community Association is a social and community advocacy organization which can be contacted at the following website: [www.RSCA.org](http://www.RSCA.org).

**93. SAN MATEO CITY SUPPLEMENTAL FLOOD ZONE DISCLOSURE:** The Federal Emergency Management Agency ("FEMA") has been investigating the possibility of expanding the flood hazard area designations for the City of San Mateo. . On July 13, 2009, the City Council for the City of San Mateo approved the formation of the South Bayfront Flood Control Facilities Assessment District to create a funding source for improvement of the City's levees. Buyer is advised to investigate this issue with the City of San Mateo, a third-party provider of Natural Hazard Disclosure Statements and their own insurance broker to determine the possible ramifications of expanding the flood designation on the value, use and enjoyment of the Property. For questions or concerns related to the South Bayfront Flood Control Facilities Assessment District, flood insurance, any FEMA related topics, and any other regulations which might impact property located in the City of San Mateo, contact the City Offices at (650) 522-7327 or go to the following website: [www.cityofsanmateo.org](http://www.cityofsanmateo.org).

#### **LOCAL SANTA CLARA COUNTY ISSUES**

**94. ALDERCROFT HEIGHTS COUNTY WATER DISTRICT ("AHCWD"):** AHCWD is a California Special District that provides water services in the Aldercroft Heights neighborhood of the Santa Cruz Mountains. Sellers are responsible for contacting the AHCWD's Business Office so that a final meter reading can be taken and a transfer fee is collected in escrow. To initiate water service, the Buyer must also contact the AHCWD's Business Office and all past due water service charges must be made current as a condition of receiving water service. Brokers have not determined and will not determine applicable charges. Buyers and Sellers should investigate this issue by calling (408) 353-4255 or going to the following website: [www.aldercroftheightscwd.org](http://www.aldercroftheightscwd.org).

**95. LOS ALTOS HILLS:** The Town of Los Altos Hills has established standards for roads and has compiled a list of private streets. Private streets can be converted to public streets under specified conditions. Buyers should investigate to determine if any given street is public or private or whether any given private street can be dedicated to the Town; the Town is also implementing a separate pathway plan. For information about this or any other issues affecting property in the Town of Los Altos Hills, go to the following website: [www.losaltoshills.ca.gov](http://www.losaltoshills.ca.gov).

**96. MORGAN HILL:** Valley Water District intends to drain Lake Anderson as part of its plan to rebuild Anderson Dam in 2016; the project will take approximately 3 years to complete. It is unknown what impact, if any, the retrofit project will have on the development, condition, use, and enjoyment of surrounding homes. Buyers are encouraged to investigate this project by contacting the Water District at [www.valleywater.org](http://www.valleywater.org).

**97. SARATOGA:** The City of Saratoga has enacted an ordinance which may require an occupancy inspection upon transfer of title on properties other than single family residences. For information about this or any other issues affecting property in Saratoga, go to the following website: [www.saratoga.ca.us/](http://www.saratoga.ca.us/)

**98. SUNNYVALE:** The City of Sunnyvale has enacted an ordinance which requires storm water run-off management by owners of certain types of buildings. This ordinance may impact some common interest developments which may trigger a point-of-sale disclosure by the Homeowners' Association. Sellers and Buyers should investigate whether or not the ordinance is applicable and its impact, if any, on the Property. For further information go to: [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

**COUNTY AND MUNICIPAL WEBSITES**

County and municipal websites can be a useful source of information about their communities including, but not limited to, representatives, services, ordinances, demographics and local news. These websites may also have links to other resources such as other governmental agencies, non-profit community based organizations, and for-profit entities. While these links are provided for your convenience in accessing the information you seek, this Advisory does not warrant or guarantee the accuracy of the information provided by these sites and resources.

**COUNTY OF SAN MATEO:** <http://www.co.sanmateo.ca.us/>

**COUNTY OF SANTA CLARA:** <http://www.sccgov.org>

**CITIES AND TOWNS WITHIN SAN MATEO COUNTY:**

**CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:**

- Town of Atherton: <http://www.ci.atherton.ca.us/>
- City of Belmont: <http://www.belmont.gov/>
- City of Brisbane: <http://www.ci.brisbane.ca.us/>
- Township of Broadmoor: website unknown
- City of Burlingame: <http://www.burlingame.org/>
- Town of Colma: <http://www.colma.ca.gov/>
- City of Daly City: <http://www.dalycity.org/>
- City of East Palo Alto: <http://www.ci.east-palo-alto.ca.us>
- City of Foster City: <http://www.fostercity.org/>
- City of Half Moon Bay: <http://ci.half-moon-bay.ca.us/>
- Town of Hillsborough: <http://www.hillsborough.net/>
- City of Menlo Park: <http://www.ci.menlo-park.ca.us/>
- City of Millbrae: <http://www.ci.millbrae.ca.us/>
- City of Pacifica: <http://www.cityofpaciica.org/>
- Town of Portola Valley: <http://www.portolavalley.net/>
- City of Redwood City: <http://www.ci.redwood-city.ca.us/>
- City of San Bruno: <http://sanbruno.ca.gov/>
- City of San Carlos: <http://www.cityofsan-carlos.org/>
- City of San Mateo: <http://www.ci.sanmateo.ca.us/>
- City of S. San Francisco: <http://www.ci.ssf.ca.us/>
- Town of Woodside: <http://www.woodsidesidtown.org/>

- City of Campbell: <http://www.ci.campbell.ca.us/>
- City of Cupertino: <http://www.cupertino.org/>
- City of Gilroy: <http://www.cityofgilroy.org/cityofgilroy/>
- City of Los Altos: <http://www.ci.los-altos.ca.us/>
- Town of Los Altos Hills: <http://www.losaltoshills.ca.gov/>
- Town of Los Gatos: <http://www.town.los-gatos.ca.us/>
- City of Milpitas: <http://www.ci.milpitas.ca.gov/>
- City of Monte Sereno: <http://www.montesereno.org/>
- City of Morgan Hill: <http://www.morgan-hill.ca.gov/>
- City of Mountain View: <http://www.ci.mtnview.ca.us/>
- City of Palo Alto: <http://www.cityofpaloalto.org/>
- City of San Jose: <http://www.sanjoseca.gov/>
- City of Santa Clara: <http://santaclaraca.gov/>
- City of Saratoga: <http://www.saratoga.ca.us/>
- City of Sunnyvale: <http://www.sunnyvale.ca.gov/>

**ELECTRONIC SIGNATURES**

You may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus easier to ignore the terms and conditions to which a signature or initial applies. If you choose to sign documents electronically be certain to take your time to read each document thoroughly and only sign or initial those documents that you with full knowledge and consent intend to sign.

**SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:**

1. Brokers do not warrant or guarantee the past, present or future condition of the Property and shall not be responsible for any unknown, undisclosed facts regarding the condition of the Property;
2. Brokers have no duty to inspect and will not inspect (a) any areas of the Property that are not reasonably and normally accessible to Broker; (b) any areas that are located offsite of the Property, (c) common areas, (d) public records or permits of any kind regarding the state of title or the use of the Property, or (e) any matter affecting or relating to the Property that is described in this Advisory;
3. Brokers have not verified and will not verify square footage or size of structures or land, boundary lines of the Property, statements made by others (including but not limited to Sellers), information contained in inspection reports, the MLS, or in advertisements, flyers or other promotional material, or any other matters described in this Advisory, unless otherwise agreed in writing;
4. Brokers do not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyers and/or Sellers and do not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Sellers or by others. Sellers and Buyers may select any professionals that they choose to retain; and
5. Brokers are not qualified to give any type of legal, tax, insurance or title advice; therefore, Sellers and Buyers should consult the appropriate professionals for such advice.

This document may be signed in counterparts.

**BY SIGNING BELOW, BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS 18 PAGE ADVISORY.**

DATE: 10/20/2021

SELLER Ye Zhou

DocuSigned by:  
*Ye Zhou*  
60982BB94FA64DE...

DATE: 10/20/2021

SELLER Wenyan Wang

DocuSigned by:  
*Wenyan Wang*  
68F5A12A0F414C7...

DATE: \_\_\_\_\_

BUYER \_\_\_\_\_

DATE: \_\_\_\_\_

BUYER \_\_\_\_\_



www.prdforms.com

PRDS® REAL ESTATE AGENT'S VISUAL INSPECTION DISCLOSURE



Property inspected: 380 Colorado Ave Palo Alto CA 94306 ("Property").

Inspection performed by [X] Listing Agent [ ] Buyer's Agent

of Liu Real Estate (Brokerage Company)

Date of inspection: 10/19/2021 Weather conditions: Sunny

California Civil Code Section 2079, et seq., requires that the Listing agent and the Buyer's agent conduct a competent, diligent, visual inspection of the accessible areas of the real property for sale.

The duty does not, however, require an inspection of the following:

- Areas that are off-site of the Property or in the surrounding neighborhood;
• Common areas of any common interest developments such as condominiums, planned unit developments and stock cooperatives;
• Public records, including zoning and permit files and/or records, maintained by any other person or entity.

The real estate agent's inspection and disclosure is not the equivalent of, nor is it a substitute for, inspections by qualified professionals. Buyer is strongly encouraged to conduct additional/further investigations and inspections regarding any issues or concerns raised in any advisories, disclosures, inspections or reports received by Buyer from any source including, but not limited to, the real estate agents involved in this transaction.

AGENT'S VISUAL INSPECTION DISCLOSURE (attach additional pages if necessary)

A. EXTERIOR: Exterior walls: touch-up paint is different from the original color and can be seen. Seams on pavers.

- 1. FRONT Front door: hairline cracks on the stone frame, scratches on the door/lock/frame; Porch and steps: hairline cracks/stains/water marks on the walls/steps/patio; Driveway pavers sink on right corner.
2. LEFT SIDE FROM STREET (if accessible) Pavers sank a little bit in the middle. Side door to garage: scratches and stains; exterior wall: hairline cracks
3. RIGHT SIDE FROM STREET (if accessible) Pavers sink a little bit in the middle. hairline cracks on exterior wall
4. BACK Water marks and cracks on back patio; hairline cracks on exterior wall; scuff marks on the side gate

B. OTHER STRUCTURES: None

C. INTERIOR:

- 1. FRONT ENTRY: Small scratches on floor
2. LIVING ROOM: tiny stains on the windows, scratches on the floor, tiny hole on the covering of the window viewing the porch; 1 cord condenser cracks.
3. DINING ROOM: 1 cord condenser of the blind string cracks. Kitchen: Hard grease and scratches in oven
4. KITCHEN: A tiny, invisible chip near sink on the island granite counter. A mark on window seat and a stain on cushion. Scratches on the floor. Scratches on appliances. Small cracks in a fridge box.
5. FAMILY ROOM: 1 cord condenser of the blind string cracks.

Buyer's Initials ( ) ( )

Seller's Initials (UE) (WW)



Property: 380 Colorado Ave Palo Alto CA 94306 Date: \_\_\_\_\_

- 6. HALL/STAIRS: Tiny marks and scratches on stair risers and nosings.
- 7. BEDROOM 1: (Master) Stains and color faded on the carpet  
Balcony: hairline cracks on the wall, stains on the floor, one light does not work
- 8. BEDROOM 2: (Next to stairs) Stains on the carpet
- 9. BEDROOM 3: (Next to Bath with balconet)stains and hairline cracks on the bottom of the balconet.
- 10. BEDROOM 4: (Downstairs): a tiny white paint mark on the screen outside the gliding doors.
- 11. BATHROOM 1: (Master) Scratches on cabinets, a tiny hole on the window screen next to toilet
- 12. BATHROOM 2: Ink stain on the frame of the sliding door to tub & toilet area
- 13. BATHROOM 3: (Downstairs) Repaired flush valve
- 14. OTHER ROOM: (Laundry) Small water stain under the sink.
- 15. OTHER ROOM: NA
- 16. OTHER ROOM: NA
- 17. BASEMENT: NA
- 18. GARAGE/PARKING: Cracks on the floor;Stains on stairs; window is sticky.

**D. OTHER OBSERVATIONS:**

1. Buyer is advised to hire their own inspectors to inspect the property if deemed necessary. Buyer to check out any conditions that may affect the desirability of the property including but not limited to traffic, schools and their availability, building restrictions, crime rate, or permit evaluation. 2. Any references to square footage of the house, age, and lot size has not verified by the agent/broker. Buyer to verify this information. [Past Disclosures 2015 & 2017 shows that total square footage 2,396 sq ft (living 2,186 + garage 228) and County records show 5,574 sq ft.] 3. Caltrain noise can be heard at the property.

**Prepared by:**

Broker Company representing  Seller  Buyer: \_\_\_\_\_  
 Date 10/20/2021 by "Elaine" Jia Liu \_\_\_\_\_  
(Print Real Estate Agent Name) Liu Realty Group (Name of Real Estate Brokerage)  
3E1B1F9BAF404A8... (Real Estate Agent or Broker Signature)

Receipt of this form completed by the above-referenced real estate agent/broker is hereby acknowledged.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Seller Ye Zhou Date 10/20/2021 Seller Wenyan Wang Date 10/20/2021  
00982BB94FA64DE... (DocuSigned by: Ye Zhou) 68972004F414C7... (DocuSigned by: Wenyan Wang)

Broker Company representing  Seller  Buyer: \_\_\_\_\_  
 Date \_\_\_\_\_ by \_\_\_\_\_  
(Print Real Estate Agent Name) (Real Estate Agent or Broker Signature)