

Date: April 19, 2024
From: Brian Butler
Property: 6 White Tail Lane, Monterey, CA 93940

Enclosed are the following disclosures and reports for your clients review and understanding:

1. Representative Capacity Signature Disclosure (1 page)
2. Disclosure Information Advisory (3 pages)
3. Real Estate Transfer Disclosure Statement (3 pages)
4. Agent Visual Inspection Disclosure (3 pages)
5. Seller Property Questionnaire (4 pages)
6. Environmental Hazards and Earthquake Information Receipt (1 page)
7. Seller's Affidavit of Nonforeign Status (4 pages)
8. Square Footage and Lot Size Disclosure and Advisory (7 pages)
9. Market Conditions Advisory (2 pages)
10. Water Conserving Plumbing Fixtures and Carbon Monoxide Detectors (2 pages)
11. Monterey Peninsula Water Management District (3 pages)
12. Statewide Buyer and Seller Advisory (15 pages)
13. Monterey County Water Information and Supplemental Disclosure (6 pages)
14. Monterey Coast Realty Advisory Regarding Electronic Documents (1 page)
15. Natural Hazard Disclosure Statement and Acknowledgment of Receipt (1 page)
16. Receipt for Reports (2 pages)
17. Buyer Homeowner's Insurance Advisory (1 page)
18. Buyer's Homeowner's Association Advisory (1 page)
19. Buyer's Inspection Waiver (1 page)
20. Hawk Plumbing Sewer Lateral Report dated: 2.27.2024
21. Monterey City RPI Report dated: 3.14.2024
22. Homeowners Association Package dated: 1.23.2024
23. Casner Termite Inspection dated: 2.28.2024
24. Casner Termite Section 1 Clearance dated: 3.29.2024
25. Central Coast Roof Maintenance and Repair date: 4.8.2024
26. Old Republic Title Company Report, CCR's, Easement's dated: 2.7.2024
27. JCP-LGS Natural Hazard Disclosure dated: 3.25.2024
28. WIN Home Inspection dated: 2.28.2024
29. Download the HOMEOWNERS COMBINED SAFETY INFORMATION GUIDE at:
http://www.disclosures.com/sites/default/files/jcp-lgs_combinedhazardbook-english.pdf

Please read, understand, sign / initial all documents and return to:

BrianB115@Gmail.com

Buyer Signature / Date: _____



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

[X] The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR [X] Listing Agreement, [] Other dated 2/12/24, for the property known as 6 White Tail Lane, Monterey, CA 93940 between Pierre Dube, Mary C. Dube and Buyer, [] Listing Broker, [] Other ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. [X] TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): Dube Living Trust

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. [] ENTITY: Seller is a [] Corporation, [] Limited Liability Company, [] Partnership [] Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [] is [] is not attached.

C. [] POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney [] Specific Power of Attorney for the Property), dated . This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. [] ESTATE: (1) Seller is an [] estate, [] conservatorship, or [] guardianship, identified by Superior Court Case name as , Case # . (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: By Pierre Dube Date: 4/14/24 (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Pierre Dube Title:

By Mary C. Dube Date: 4-14-24 (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Mary C. Dube Title:

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other Date:

Buyer/Broker/Other Date:

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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



RCSD-S REVISED 6/23 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)



DISCLOSURE INFORMATION ADVISORY

(FOR SELLERS)
(C.A.R. Form DIA, Revised 6/23)



1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition or problem, disclose ...
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions"; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the TDS does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.



EXEMPT SELLER DISCLOSURE ("ESD")

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller  Date 2/13/24

Pierre Dube

Seller  Date 2/13/24

Mary C. Dube

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



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





RE. ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE § 1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/23)



This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for all units (or only unit(s) _____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Monterey, COUNTY OF Monterey, STATE OF CALIFORNIA,
DESCRIBED AS 6 White Tail Lane, Monterey, CA 93940

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 4/14/24. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: ANY AND ALL REPORTS AND DISCLOSURES RECEIVED BY THE BUYER.
- No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

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

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Water Heater: |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Patio/Decking | <input checked="" type="checkbox"/> Water Supply: |
| <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Built-in Barbecue | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well |
| <input checked="" type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Private Utility or Other _____ |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Gas Supply: |
| <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Garage: | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> Fire Alarm | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Window Screens |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input type="checkbox"/> Window Security Bars |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows |
| <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u> | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | |
| <input type="checkbox"/> Central Air Conditioning | <input checked="" type="checkbox"/> Hot Tub/Spa: | |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | |
| Exhaust Fan(s) in <u>Kitchen</u> | 220 Volt Wiring in <u>laundry</u> | Fireplace(s) in <u>primary & living</u> |
| <input checked="" type="checkbox"/> Gas Starter _____ | <input checked="" type="checkbox"/> Roof(s): Type: <u>tile</u> | Age: <u>2005</u> (approx.) |
| <input type="checkbox"/> 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)

© 2023, California Association of REALTORS®, Inc.
TDS REVISED 6/23 (PAGE 1 OF 3) Seller's Initials JB MD Buyer's Initials _____ / _____

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

Property Address: 6 White Tail Lane, Monterey, CA 93940

Date: 4-14-2024

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.
 Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
 Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components
(Describe: _____)

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

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary):
2. Faces and walls: French drain with sump pump along south wall appears to be on neighbor's property. Replaced pump 2019 12/13 see HOA package

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

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

Seller X Pierre Dube Date 4/14/24
Pierre Dube
Seller X Mary C. Dube Date 4-14-24
Mary C. Dube




III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Monterey Coast Realty By  Date 4/14/24
 (Please Print) (Associate Licensee or Broker Signature)
Brian Butler

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

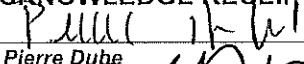
THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:


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

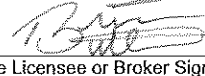
Agent (Broker Obtaining the Offer) _____ By _____ Date _____
 (Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

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

Seller  Date 4/14/24 Buyer _____ Date _____
 Pierre Duhe

Seller  Date 4.14.24 Buyer _____ Date _____
 Mary C. Duhe

Agent (Broker Representing Seller) Monterey Coast Realty By  Date 4/14/24
 (Please Print) (Associate Licensee or Broker Signature)
Brian Butler

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

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

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

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC REAL TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

REAL ESTATE BUSINESS SERVICES, LLC
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020





AGENT VISUAL INSPECTION DISCLOSURE
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)



For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 12/21)

This inspection disclosure concerns the residential property situated in the City of Monterey, County of Monterey, State of California, described as 6 White Tail Lane ("Property").

This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for all units (or only unit(s)).

Inspection Performed By (Real Estate Broker Firm Name) Monterey Coast Realty

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals.

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

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

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

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

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

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

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

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

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

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

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

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



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

Other: Laundry: Gas line from home inspection is capped off by Hawk Plumbing.

Other: _____

Other: Age, square footage, acreage, lot lines, school district and other information herein may have been received from one or more of a variety of sources. Such information has not been verified. If important to buyers, buyers should conduct their own investigation.

See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): Marks, stains and cracks on garage floor. Paint chipped at pedestrian door threshold and along wall.

Exterior Building and Yard - Front/Sides/Back: Cracked stucco at side yard window sill. Non permanent block steps at sideyard wood retaining wall. Side gate drags. Exterior hardware deteriorated. Exterior speaker system unknown.

Other Observed or Known Conditions Not Specified Above: Security system is not used and status is unknown.

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

Real Estate Broker (Firm who performed the Inspection) Monterey Coast Realty
By [Signature] Brian Butler Date 4/14/24
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ Date _____
Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.
(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Seller /

Real Estate Broker (Firm Representing Seller) Monterey Coast Realty
By [Signature] Brian Butler Date 4/14/24
(Associate Licensee or Broker Signature)

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

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

AVID REVISED 12/21 (PAGE 3 OF 3)





SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/23)



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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 6 White Tail Lane, Assessor's Parcel No. 101-301-024, situated in Monterey, County of Monterey, California ("Property").

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

- 1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any.
2. Note to Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property.
3. Note to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property.
4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."

5. DOCUMENTS: ARE YOU (SELLER) AWARE OF... Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller.

Note: If yes, provide any such documents in your possession to Buyer.
Explanation: home pest inspection, city report

- 6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
A. Within the last 3 years, the death of an occupant of the Property upon the Property
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
C. The release of an illegal controlled substance on or beneath the Property
D. Whether the Property is located in or adjacent to an "industrial use" zone
E. Whether the Property is affected by a nuisance created by an "industrial use" zone
F. Whether the Property is located within 1 mile of a former federal or state ordnance location
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Property Address: 6 White Tail Lane, McKinney, CA 93940

- H. Insurance claims affecting the Property within the past 5 years Yes No
 - I. Matters affecting title of the Property Yes No
 - J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No
 - K. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
- Explanation, or (if checked) see attached; _____

7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
- D. Any part of the Property being painted within the past 12 months Yes No
- E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank)..... Yes No
 - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) Yes No
 - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: A. Steam Shower (2024), hot water heater & exterior paint (2019) dishwasher, gvt Her roof c. yard service D. touch up painting

8. STRUCTURAL, SYSTEMS AND APPLIANCES: ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
- C. An alternative septic system on or serving the Property Yes No
- D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) Yes No
 - (1) If Yes to D, has the ADU received a permit or other government approval Yes No
 - (2) If Yes to D, are there separate utilities and meters for the ADU Yes No

Explanation: _____

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: ARE YOU (SELLER) AWARE OF...

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation: _____

10. WATER-RELATED AND MOLD ISSUES: ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property... Yes No
- C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation: A. B. Patio. see termite report and section 1 clearance

11. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property Yes No
- B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
- C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
- D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No

If so, when and by whom
Explanation: A. 1 dog B. 2 x rodent treatments



12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage
C. Use of any neighboring property by you

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property
B. Operational sprinklers on the Property
C. A pool heater on the Property
D. A spa heater on the Property
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired

Explanation: Bc 2 potted plants

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision
B. Any Homeowners' Association (HOA) which has any authority over the subject property
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)
D. CC&R's or other deed restrictions or obligations
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property

Explanation:

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest
B. Leases, options or claims affecting or relating to title or use of the Property
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill

Explanation: D. walls & fences, french drain with sump pump along south wall appears to be in neighbor's property. Replaced pump 2019.



16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property Yes No

Explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present Yes No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth Yes No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home Yes No
- D. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation: Heating source did primary switch is gas fireplace radiant pathway in flange, laminate ceiling, beams are faux & wood. Storm shutter w/ no motion lights; w/c light doesn't work.

19. (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller X Pierre Dube Date 4/14/24
Seller X Mary C. Dube Date 4-14-24

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

Buyer _____ Date _____
Buyer _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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



ENVIRONMENTAL HAZARDS & EARTHQUAKE INFORMATION RECEIPT

Property Address 6 White Tail Lane, Monterey, CA 93940

Year Built 2005

MOLD DISCLOSURE* - Both toxic and non-toxic mold can be found in many homes, apartments and commercial buildings. Mold can be difficult to detect, even by professional home inspectors, and could involve samples being sent to environmental labs for testing. Mold can cause severe health problems, particularly to those with certain allergies and asthma. Mold can often be found in damp, poorly ventilated areas or areas of standing water. As Broker, we advise each Buyer to carefully discuss whether or not they prefer to hire an environmental professional to check for the presence of mold.

COMBINATION BOOKLET - "Homeowner's Guide to Earthquake Safety & Environmental Hazards," including the Federal "Protect Your Family From Lead in Your Home" pamphlet. This booklet includes an overview of environmental hazards found on and affecting residential real estate, prepared by the California Department of Real Estate and California Department of Health Services; information to home purchasers on how to make a home safer in earthquake and spotting potential weaknesses, prepared by the California Seismic Safety Commission; and information to lead-based paint, published by the U.S. Environmental Protection Agency. By placing their initials immediately hereafter, Sellers and Buyers acknowledge receipt of the combination booklet. *Includes toxic mold update. Booklet also includes section on "Natural Gas Safety & Shut-Off Valves" from the California State Seismic Safety Commission. California Home Energy Rating System (HERS Booklet), and Carbon Monoxide Section.

Seller(s) PD / MD Buyer(s) _____ / _____

In addition, the seller (unless exempt) is required to answer the following questions to the best of their knowledge. If you do not have actual knowledge as to whether the weakness exists or not, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

(NOTE: QUESTIONS 1-9 BELOW DO NOT NEED TO BE ANSWERED BY THE SELLER IF THE PROPERTY WAS NEWLY CONSTRUCTED SINCE 1960).

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

If any questions are answered "No," the house is likely to have an earthquake weakness.

Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

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

Pierre Dube (Seller) *Pierre Dube*
Mary C. Dube (Seller) *Mary C. Dube*
 Date 4/14/2024

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

(Buyer) _____ (Buyer) _____ Date _____

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

OFFICE USE ONLY
 Reviewed by Broker or Designee _____



Revised 5/11



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
 (Use a separate form for each Transferor)
 (C.A.R. Form AS, Revised 12/21)



1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") § 1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC § 1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).

2. SELLER'S INFORMATION:

6 White Tail Lane

A. **PROPERTY ADDRESS** (property being transferred): Monterey, CA 93940 ("Property")

B. **TRANSFEROR'S NAME:** Pierre Dube ("Transferor")

C. **AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

- A. (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
- B. (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA

(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.

5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)

A. Social Security No., or Federal Employer Identification No. (TIN) _____

B. Address _____
 (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)

C. Telephone Number _____

6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, § 18662

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

By Pierre Dube Date 4/14/24
 (Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

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

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

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

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

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



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

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

FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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


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

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

Buyer's Initials _____ / _____

Seller Initials

PD, MJ 

AS REVISED 12/21 (PAGE 2 OF 2)

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 12/21)



- 1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS: Internal Revenue Code ("IRC") § 1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person."
2. SELLER'S INFORMATION: 6 White Tail Lane
A. PROPERTY ADDRESS (property being transferred): Monterey, CA 93940 ("Property")
B. TRANSFEROR'S NAME: Mary C Dube ("Transferor")
C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.
3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):
A. [X] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.
B. [] (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.
4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:
A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA
(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.
(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.
B. [] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.
5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)
A. Social Security No., or Federal Employer Identification No. (TIN)
B. Address
(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)
C. Telephone Number
6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, § 18662

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

By [Signature] Date 4-14-24
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Mary C. Dube
Typed or printed name Title (If signed on behalf of Entity Transferor)

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

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

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

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



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

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

FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

Buyer's Initials _____ / _____

Seller Initials TD, MD



AS REVISED 12/21 (PAGE 2 OF 2)

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY



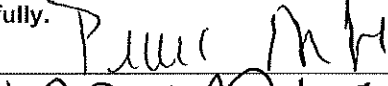
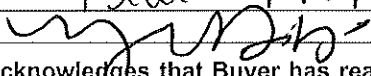
(C.A.R. Form SFLS, 12/20)

Property Address: 6 White Tail Lane, Monterey, CA 93940 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	3174	7841/7800	Realist Report	<input checked="" type="checkbox"/>
Multiple Listing Service	3326		Previous MLS Listing	<input checked="" type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings	3326		Peninsula Floor Plans	<input checked="" type="checkbox"/>
Survey				<input type="checkbox"/>
Other		8424	Old Republic Title Report	<input checked="" type="checkbox"/>
Other				<input type="checkbox"/>


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

Seller Pierre Dube  Date 4/14/24
 Seller Mary C. Dube  Date 4-14-24

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

Buyer _____ Date _____
 Buyer _____ Date _____

© 2020, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

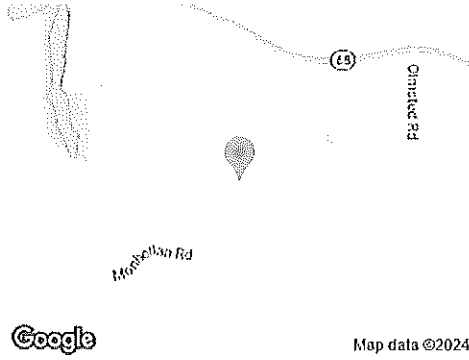
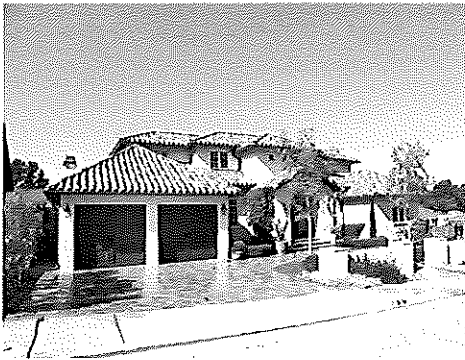
 Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020



SFLS 12/20 (PAGE 1 OF 1)

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

Client Page



MLS #: ML81208342
Beds: 4
Baths (F/P): 3 (2/1)
Apprx.Bldg: 3,326 SqFt
Apprx Lot:
Apprx Acres: 0.000 Acres
Age/Yr Bit: 7/2005
Parcel#: 101-301-024
DOM: 0
Walk Score: 31

6 WHITE TAIL Lane, Monterey 93940

County: Monterey
Land Use:
Class: Res. Single Family / Detached
Special Info: Not Applicable
City Limit:
Incorp: Yes
Public: 4 bedroom, 2 1/2 bath Mediterreanean, re-built in 2005. Open floorplan with 3/4" maple floors, gourmet kitchen, spectacular family room with fireplace and paver patio, master wing with ocean views, fireplace and closets galore. Located on a quiet cul-de-sac in a prestigious neighborhood.

Status: Sold
Orig Price: \$1,299,000
List Price: **\$1,099,000**
Sale Price: **\$1,112,000**
\$/SqFt: \$334.34

Dates:
Original: 03/05/2012
List: 03/05/2012
Sale: 11/06/2012
COE: 11/16/2012

Offered Comp 2.5%

Map

X Street: Deer Stalker
Directions:

Showing & Location

School
Elem: / Monterey Peninsula Unified
Middle:
High: / Monterey Peninsula Unified

Features

Bathroom: Shower over Tub - 1, Tubs - 1, Stall Shower, Steam Shower, Tub in Primary Bedroom, Tub w/Jets

Bedroom:
Construct Type:
Cooling: None
Dining Rm: Formal Room, Eat in Kitchen
Ext. Amenities: Patio(s), Sprinkler(s) - Front, Sprinkler(s) - Rear, Sprinkler(s) - Auto, Fenced
Family Room: Separate Family Room
Fireplace: # / Living Room, Primary Bedroom, Insert, Gas Log, Yes
Flooring: Carpet - Area, Tile, Hardwood

Foundation: Concrete Perimeter and Slab
Heating: Forced Air
Horse:
Interior: Vaulted Ceiling, Built-in Vacuum
Kitchen: Dishwasher, Cooktop, Garbage Disposal, Refrigerator (s), Microwave, Oven - Self Cleaning, Oven - Built-In, 220 Volt Outlet
Lot Desc: Grade - Level
Pool / Spa: Pool - No
Stories: 2

Garage/Parking

Garage: 2
Carpport:
Open Parking:

Type: Res. Single Family
E.V. Hookup:

Complex/HOA

HOA Fee: \$175/
HOA Phone:

HOA Name: Pam Hagman

Utilities

Sewer: Sewer in Street, Sewer Connected
Water: Water Softener - Owned, Public

Electricity:

Contact Information

Listed By: Lucie Campos, Coldwell Banker DMR PG-North

Disclaimer: The above information is deemed to be accurate but not guaranteed. Source: MLSListings ; ©2024 MLSListings Inc.
 *Data provided by Realist®, compiled by CoreLogic® from public and private sources, and accuracy of the data is deemed reliable but not guaranteed.

6 White Tail Ln, Monterey, CA 93940-6307, Monterey County

APN: 101-301-024-000 CLIP: 1014950800

MLS Beds	4	MLS Full Baths	2	MLS Half Baths	1	MLS Sale Price	\$1,112,000	MLS Sale Date	11/16/2012
MLS Sq Ft	3,326	Lot Sq Ft	7,841	MLS Yr Built	2005	Type	SFR		

OWNER INFORMATION

Owner Name	Dube Pierre (Te)	Tax Billing Zip+4	6307
Tax Billing Address	6 White Tail Ln	Owner Occupied	Yes
Tax Billing City & State	Monterey, CA	Owner Name 2	Dube Mary C (Te)
Tax Billing Zip	93940		

COMMUNITY INSIGHTS

Median Home Value	\$1,886,881	School District	MONTEREY PENINSULA UNIFIED
Median Home Value Rating	10 / 10	Family Friendly Score	63 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	37 / 100	Walkable Score	15 / 100
Total Incidents (1 yr)	97	Q1 Home Price Forecast	\$1,988,372
Standardized Test Rank	56 / 100	Last 2 Yr Home Appreciation	13%

LOCATION INFORMATION

School District	Monterey Peninsula M	Property Carrier Route	C020
Community College District	Monterey Peninsula	Market Area	121
Census Tract	132.00	Parcel Comments	VALUE NOTICE POSTCARD2004-06-29 20:42:46.373000000NAMEAD DRESS:TRINGALI SALVATORE& BRIANA 6 WHITE TAIL LN MONTE REY CA 93940 93940 NETVALUE: 850000.00
Tract Number	882	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION

APN	101-301-024-000	Tax Area	003004
Exemption(s)	Homeowner	Lot Number	36
% Improved	55%		
Legal Description	DEER FLATS PARK UNIT NO 2 TRACT NO 882 LOT 36		

ASSESSMENT & TAX

Assessment Year	2023	2022	2021
Assessed Value - Total	\$1,316,166	\$1,290,360	\$1,265,060
Assessed Value - Land	\$591,801	\$580,198	\$568,822
Assessed Value - Improved	\$724,365	\$710,162	\$696,238
YOY Assessed Change (\$)	\$25,806	\$25,300	
YOY Assessed Change (%)	2%	2%	

Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$13,892		
2022	\$14,098	\$206	1.48%
2023	\$14,295	\$198	1.4%

Special Assessment	Tax Amount
Monterey Pen Unif SD 2010 Elec	\$675.78
Monterey Pen Coll 2002 Ser B	\$377.94
Mpwmnd-Water Supply Charge	\$96.36
Monterey Peninsula Rpd Cld No	\$27.80
Csa74 Emsambcountywide	\$12.00
Nosalinasvalleymosquitoabateme	\$8.94
Csa 74 Amb Svc Mly	\$5.00
Total Of Special Assessments	\$1,203.82

CHARACTERISTICS

Land Use - CoreLogic	SFR	Bedrooms	4
Land Use - County	1 Family Resid	Total Baths	3

Lot Acres	0.18
Lot Area	7,841
Style	U-Shape
Year Built	Tax: 1985 MLS: 2005
Effective Year Built	2006
Gross Area	MLS: 3,326
Building Sq Ft	Tax: 3,174 MLS: 3,326
Stories	2
Basement Type	MLS: Concrete Perimeter And Slab
Total Rooms	11

MLS Total Baths	3
Full Baths	2
Half Baths	1
Fireplaces	1
Parking Type	Type Unknown
Garage Capacity	MLS: 2
No. Parking Spaces	MLS: 2
Garage Sq Ft	484
Construction	Wood
Quality	Good

SELL SCORE

Rating	High	Value As Of	2023-11-12 04:32:32
Sell Score	661		

ESTIMATED VALUE

RealAVM™	\$1,854,300	Confidence Score	90
RealAVM™ Range	\$1,712,200 - \$1,996,400	Forecast Standard Deviation	8
Value As Of	11/06/2023		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

RENTAL TRENDS

Estimated Value	5607	Cap Rate	1.9%
Estimated Value High	6736	Forecast Standard Deviation (FSD)	0.2
Estimated Value Low	4478		

(1) Rental Trends is a CoreLogic® derived value and should be used for information purposes only.

(2) The FSD denotes confidence in an Rental Trends estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an Rental Amount estimate will fall within, based on the consistency of the information available to the Rental Amount at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Number	ML81209342	MLS Sold Date	11/16/2012
MLS Status	Sold	MLS Closing Price	\$1,112,000
MLS Status Change Date	11/16/2012	MLS Listing Agent	459250-Lucie Campos
MLS Listing Date	03/05/2012	MLS Listing Broker	COLDWELL BANKER DMR PG-NO RTH
MLS Curr. List \$	\$1,099,000	MLS Selling Agent	157840-Kristin Butler
MLS Orig. List \$	\$1,299,000	MLS Selling Broker	COLDWELL BANKER REALTY

MLS Listing #	MI80261781
MLS Status	Expired
MLS Listing Date	11/19/2002
MLS Listing Price	\$949,000
MLS Orig List \$	\$995,000
MLS List Exp Date	05/15/2003

LAST MARKET SALE & SALES HISTORY

Recording Date	11/16/2012	Deed Type	Grant Deed
Settle Date	Tax: 11/08/2012 MLS: 11/16/2012	Owner Name	Dube Pierre (Te)
Sale Price	\$1,112,000	Owner Name 2	Dube Mary C (Te)
Price Per Square Feet	\$350.35	Seller	Tringali S J & B S Trust
Document Number	70001		

Recording Date	06/27/2013	11/16/2012	12/31/2009	12/29/2009	01/08/2009
Sale Price		\$1,112,000			
Nominal	Y		Y	Y	Y
Buyer Name	Dube Living Trust	Dube Pierre & Mary	Tringali S J & B S Trust	Tringali Salvatore	Tringali S J & B S Trust
Buyer Name 2		Dube Mary			
Seller Name	Dube Pierre & Mary	Tringali S J & B S Trust	Tringali Salvatore	Tringali S J & B S Trust	Tringali Salvatore J
Document Number	40998	70001	83351	82585	801
Document Type	Quit Claim Deed	Grant Deed	Grant Deed	Grant Deed	Grant Deed

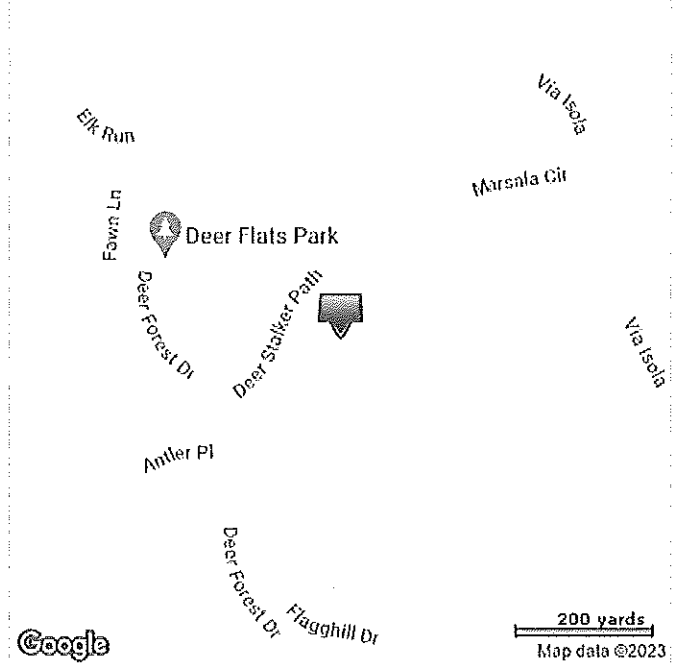
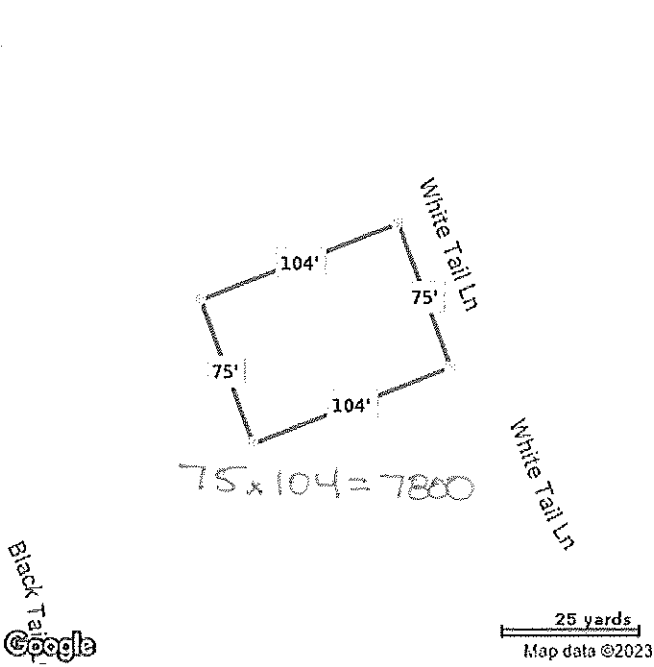
Recording Date	12/23	11/13/2006	11/13/2006
Sale Price			
Nominal	Y	Y	Y
Buyer Name	Tringali Salvatore J	Tringali S J & B S Trust	Tringali Salvatore J & Briana S
Buyer Name 2			Tringali Briana S
Seller Name	Tringali S J & B S Trust	Tringali Salvatore J & Briana S	Tringali Salvatore & Briana
Document Number	82349	100124	100123
Document Type	Grant Deed	Quit Claim Deed	Quit Claim Deed

MORTGAGE HISTORY

Mortgage Date	01/03/2012	12/29/2009	12/23/2008	09/24/2004	01/21/2004
Mortgage Amount	\$50,000	\$728,900	\$729,000	\$153,000	\$100,000
Mortgage Lender	Union Bk	Seattle Bk	Seattle Svgs Bk	Wells Fargo Bk	Wells Fargo Bk
Mortgage Code	Conventional	Conventional	Conventional	Conventional	Conventional
Mortgage Type	Refi	Nominal	Nominal	Refi	Refi

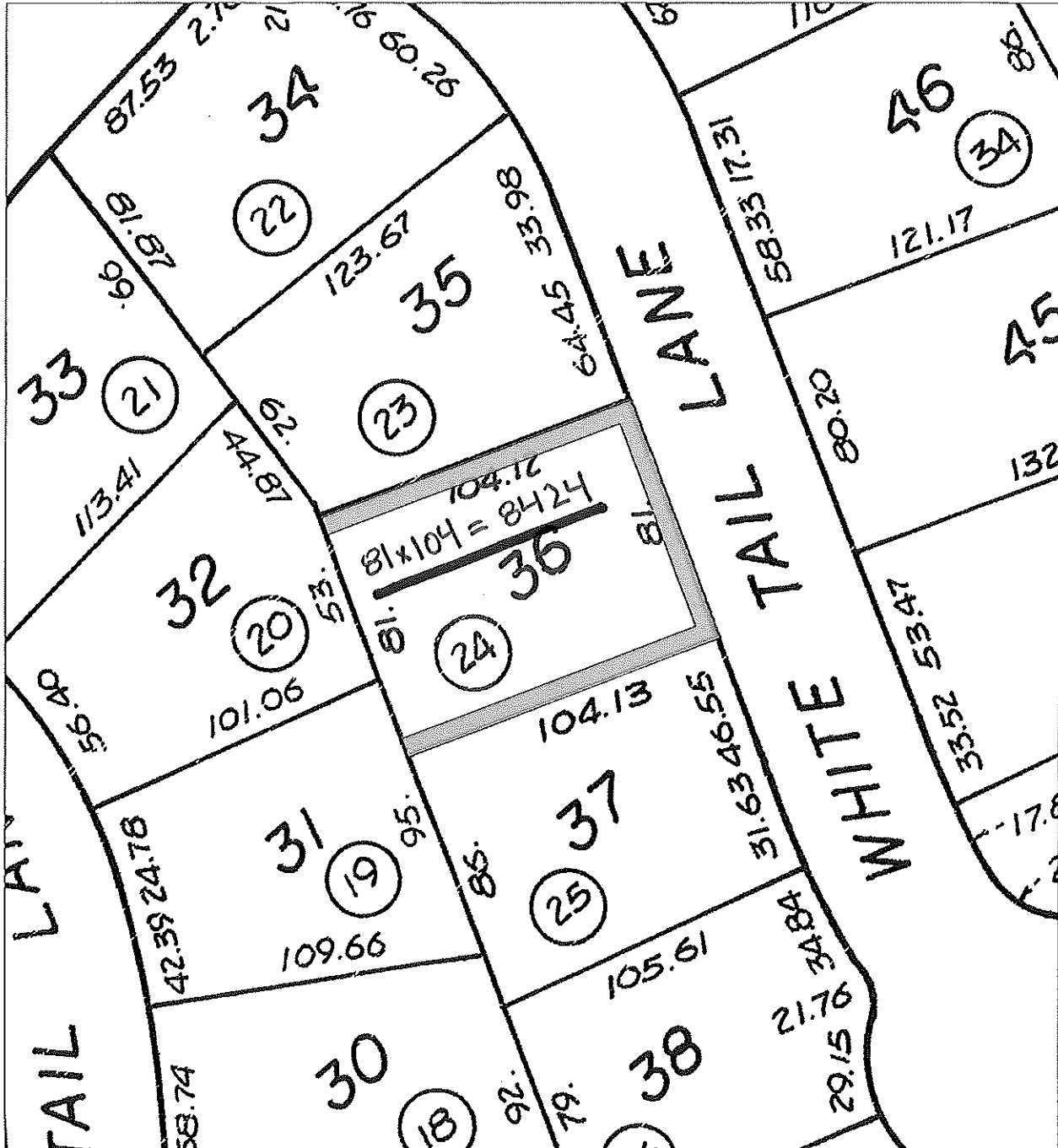
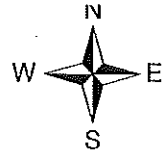
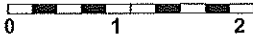
Mortgage Date	07/03/2003
Mortgage Amount	\$650,000
Mortgage Lender	Greenpoint Mtg Fndg
Mortgage Code	Conventional
Mortgage Type	Resale

PROPERTY MAP



*Lot Dimensions are Estimated

Standard Scale 1 : 1



LEGEND

Parcel (Fee, Property in Question)

Item No. 7 - Easement for Public Utility
12/19/1979, Book 14, Page 17, of Tract Map
Affects as shown on said map

Old Republic Title Company
200 Clock Tower Place, Suite E100
Carmel, CA 93923
(831) 625-3880 Fax: (831) 625-5609

Title Order No. 0723019493, Preliminary Report Dated as of February 7, 2024
Reference :
Property: 6 White Tail Lane, Monterey, CA 93940

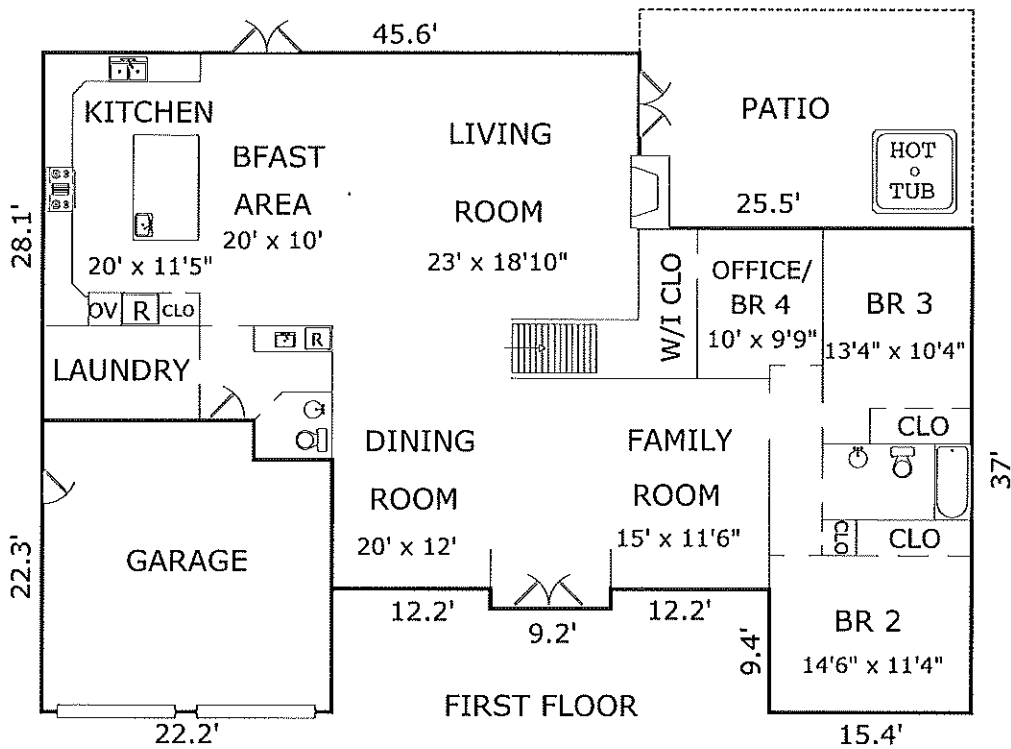
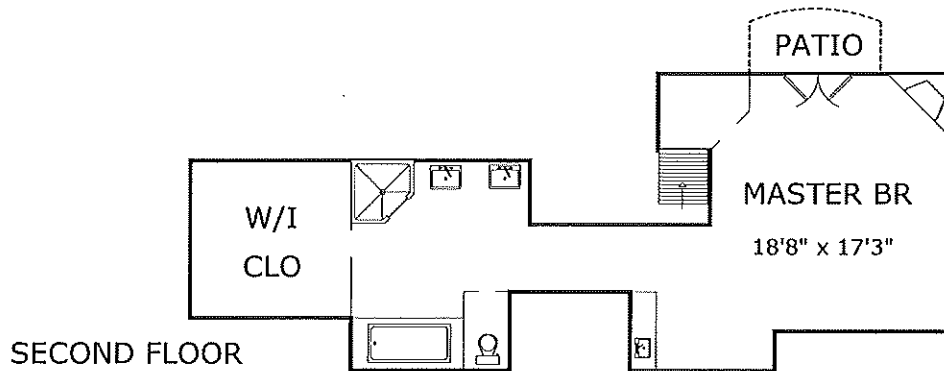
Drawing Date: 02/15/2024
Data :
Assessor's Parcel Nos. : 101-301-024-000

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Plat Showing the Lot 36, as said Lot is shown on the Map entitled, "Tract No. 882, Deer Flats Park Unit 2", filed December 19, 1979, in the Office of the County Recorder of the County of Monterey, State of California, in Volume 14 of maps, "Cities and Towns", at Page 17.

NOTE: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine

6 WHITE TAIL LANE, MONTEREY, CA 93940



AREA CALCULATIONS

First Floor:	2,461sf
Second Floor:	865
Net Livable Area:	3,326sf

Garage:	475
Patio:	425
Patio:	47



1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. **BUYER CONSIDERATIONS:**

A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

(3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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



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

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

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

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

Buyer _____ Date _____

Buyer _____ Date _____

Seller X *Pierre Dube* Date 4/14/24
Pierre Dube

Seller X *Mary C. Dube* Date 4-14-24
Mary C. Dube

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

MCA 12/21 (PAGE 2 OF 2)



MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

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

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** (a) Single-Family Properties. California law (Civil Code § 1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code § 1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) **Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1) **Requirements:** California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

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

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

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



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

Seller X Pierre Dube Pierre Dube Date 4/14/24
Seller X Mary C. Dube Mary C. Dube Date 4-14-24

Buyer _____ Date _____
Buyer _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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



WCMD REVISED 12/23 (PAGE 2 OF 2)

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

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
WATER CONSERVATION CERTIFICATION
Transfer of Title/Ownership

Property Address 6 White Tail Lane City Monterey

Assessor's Parcel Number (APN) 101-301-024

1. I, Pierre & Mary Dube am the **buyer / seller / owner (circle one)** of the property located at the above address. I hereby certify that the above property is in compliance with the Monterey Peninsula Water Management District's Water Conservation Law (Regulation XIV) as summarized on the reverse side of this form.

This certification is verified by the following (check all that apply).

- a. MPWMD inspection (Attach copy of report) c. Extension for _____ days. (Max. 180 Days)
(for qualifying properties certifying pending remodel)
See Rule 144-D-4
- b. Exemption for _____
Granted by: _____
(Attach copy of exemption approval by MPWMD)
- d. Owner Certification - Attach itemized receipts for purchase of plumbing fixtures and/or installation services-(Note: An MPWMD inspection may be required for verification.)

2. Is a water Well located on the property? Yes No

If yes, I certify that the Well or wells have been properly registered with the Monterey Peninsula Water Management District, and a water meter has been installed. (See reverse side for well registration and reporting requirements.)

I declare under penalty of perjury that the information stated above is true and complete to the best of my knowledge.

Pierre M Dube Mary Dube 4/14/24 (_____) _____
Buyer/Seller/Owner (Date) Daytime Phone

Pierre and Mary Dube
Print or Type Name

NEW OWNER'S ACKNOWLEDGMENT OF WATER CONSERVATION REQUIREMENTS

I, _____, acknowledge receipt of this report regarding permanent water conservation requirements that may affect my property. I further understand that if an MPWMD inspection has not been performed prior to the transfer of ownership, a verification inspection may be requested by the District at a future date.

Signature (_____) _____
Daytime Phone

Print or Type Name

Mailing Address



WATER EFFICIENCY STANDARDS CERTIFICATION
Residential: Change of Ownership ~ Change of Use ~ Expansion of Use

Property Address ① WHITE TAIL LANE City MONTEREY

Assessor's Parcel Number (APN) 101-301-024

I, PIERRE + MARY DUBÉ, the **buyer / seller / owner / authorized agent** (circle one) of the real property (Site) located at the above address, certify that I have **purchased / picked up from the District / flow tested** (circle all that apply) any or all of the items listed below for conservation standards. (**Receipts for toilets and rain sensor are required, please include with this form**):

- Toilets, 1.28 gallons-per-flush
- Showerheads, 2.0 gallons-per-minute;
- Kitchen, Utility, Bar sink faucet aerators, 1.8 gallons-per-minute;
- Washbasin faucet aerators, 1.2 gallons-per-minute;
- Rain sensors on Automatic Irrigation Systems (check appropriate box):
 - The property does not have an Automatic Irrigation System.
 - A Rain Sensor has been installed on the Automatic Irrigation System. (Photo of the installation site required, please include).

By signing this document, I agree that the Site identified above is in compliance with the Monterey Peninsula Water Management District's (MPWMD) Water Conservation Regulation XIV (**Rules 141-153**) pertaining to the installation and maintenance of mandatory plumbing fixtures and conservation standards. **MPWMD may require an inspection for verification.**

I understand and agree that replacement of devices with a higher flow version is a violation of MPWMD Rules and shall subject the Site to immediate review and Non-Compliance. If the property is deemed Non-Compliant with MPWMD rules, a Notice of Non-Compliance shall be recorded on the property and fees shall be required to document compliance and remove the deed restriction.

Pierre + Mary Dubé
Signature

Date _____

PIERRE + MARY DUBÉ
Print or Type Name

(_____) _____
Daytime Phone

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

5 HARRIS COURT, BLDG. G · P.O. BOX 85 · MONTEREY, CA 93942 · (831) 658-5601 · FAX (831) 644-9558 www.mpwmd.net

INSPECTION REPORT

Conservation: Change of Title Re-Inspection Rebate: Pre-Inspection Final
 Permits: Pre-Inspection/Credits New Construction Remodel/Addition Re-Inspection

PROPERTY ADDRESS: 6 WHITE TAIL LANE
 CITY: MONTEREY BATHROOMS: FULL 11 1/2 1 Other _____
 ASSESSOR'S PARCEL NUMBER: 101 - 301 - 029 BUSINESS NAME: _____
 OWNER'S NAME: TRINACAL PERSON CONTACTED: VAL / LUCY
 SFD AUX. _____ MFD NON-RES. (No. of Bldgs.) _____ MIXED USE

This form certifies that an inspection was conducted at the above address. At the time of the inspection, the property WAS WAS NOT found to be in compliance with MPWMD Water Efficiency Standards and/or with MPWMD Water Permit No. 32120. Water Efficiency Standards are listed in Regulation XIV of the District Rules and Regulations; see summary on the back of this form. **(Specific Permit requirements are on file at the District office.)**

Any discrepancies on fixture counts must be reported and cleared or appealed within 21 days of inspection date.

No Water Credits are available for outdoor water fixtures, multiple utility sinks, and multiple showerhead installations (Pursuant to District Rules 24 & 25.5)

WATER FIXTURE INVENTORY:

Name of fixture	Fixture Count	Remarks/Location	High Efficiency
Washbasin.....	111		
Toilet..... <u>101, 102, 11</u>	111		<input type="checkbox"/>
Large Bathtub (over 55 gal.).....	1		
Standard Bathtub (with or without Showerhead).....	1	102	
Shower Stall (with one showerhead).....	1	103	
Additional Showerhead.....	1	103	
Kitchen Sink/Dishwasher..... <u>101, 102, 103, 11, 10</u>	1		<input type="checkbox"/>
Dishwasher, additional.....	---		<input type="checkbox"/>
Laundry Sink or Utility Sink* (1 per Residential Site)....	---		
Clothes Washer..... <u>101, 102, 103, 11, 10</u>	1		<input type="checkbox"/>
Bidet.....	---		
Bar Sink/Vegetable Sink/Entertainment Sink.....	111		
Instant-Access Hot Water System..... <u>101, 102, 103, 11, 10</u>	YES		<input type="checkbox"/>
Swimming Pool (square-feet of surface area).....	1		
Rain Sensor/Soil Sensor.....	YES		
Rainwater Harvesting Capacity/Cistern Gallons.....	---		
Lawn Removal & Replacement: (square foot Area).....	---		
Graywater System (Roof Dimensions):.....	---		

* Credit is available for one utility sink only per Residential Site. See "Special Information" section on back regarding Water Credits.

Inspector's Notes: _____

ACTION REQUIRED

Items not in compliance must be corrected and a re-inspection completed (if required) within thirty (30) days or by Transfer of Title, whichever is sooner.
 Re-inspection required. Please call 658-5601 to schedule. (Re-inspection Fees of \$105.00 are required prior to inspection.)
 Itemized receipts or (other) _____, Mail to P.O. Box 85, Monterey, CA 93942 or fax to 644-9558.
 Water Release Form & Water Permit Application Form required (Jurisdiction). Fees may be due. (Contact the District.)

Acknowledgment of Receipt: _____ Date: _____ MPWMD Representative: Monica Salas Date: 11-27-12
 See Important Terms and Conditions on back of form.

IMPORTANT TERMS AND CONDITIONS

When the property described on the reverse side of this form is not in compliance with Water Efficiency Standards as established by Monterey Peninsula Water Management District (MPWMD) Regulation XIV and/or conditions of an MPWMD Water Permit, this form shall serve as written notice.¹

NOTICE

The inventory of water fixtures and/or the determination of compliance shown on this report is a final determination of the Water District's General Manager. Final determinations of the General Manager may be appealed to the District Board within twenty-one (21) days after any such determination pursuant to District Rule 70. For information about the appeal process, contact the District office at (831) 658-5601.

SUMMARY OF WATER EFFICIENCY STANDARDS²

The following mandatory Water Efficiency Standards apply to Change of Ownership or Change of Use:

- Ultra-Low Flush Toilets having a maximum flush capacity of 1.6 gallons;
- Showerheads shall not exceed maximum flows of 2.0 gallons-per-minute;
- Washbasin faucets must flow at no more than 2.2 gallons-per-minute;
- Rain Sensor must be installed with automatic irrigation.

The following Water Efficiency Standards apply to Existing Non-Residential uses:

- Ultra-Low Flush Toilets having a maximum flush capacity of 1.6 gallons;
- Showerheads shall not exceed maximum flows of 2.5 gallons-per-minute;
- Washbasin faucets must flow at no more than 2.2 gallons-per-minute.

In addition to the Mandatory Retrofits these Water Efficiency Standards apply to Residential New Structures:

- Urinals flush with one (1) gallon of water;
- Instant-access hot water systems. Hot water must be available at any access point within ten (10) seconds.
- Drip irrigation for all non-turf landscaping, where appropriate.
- Landscaping that complies with the California Model Water Efficient Landscape Ordinance
- Weather-Based Irrigation System Controllers; Rain Sensor; Rotating Sprinkler Nozzles

All Water Efficiency Standards and the following apply to Non-Residential New Structures:

- Urinals flush with one (1) pint of water or Zero Water Consumption;
- Washbasin faucets must flow at no more than 0.5 gallons-per-minute.

Failure to complete "Actions Required" on the reverse side will result in Recordation of a Notice of Non-Compliance against the property. Payment of fees to release a Notice of Non-Compliance is required before a property may be found in compliance after a notice has been recorded. Penalties of up to \$250 per day for each day, or portion thereof, may result from failure to complete all "Actions Required".

If the property is currently for sale, corrective action must be taken prior to the close of escrow and/or transfer of title. It is a misdemeanor (infraction) for any buyer or seller to instruct an escrow agent to close escrow for sale of property within the Monterey Peninsula Water Management District without certification of compliance. An extension of time to meet the District's retrofit requirement may be available pursuant to Rule 144.

Disclaimer Notice

A fixture inventory performed by District inspectors does not "legalize" water fixtures. Contact your local jurisdiction to verify that proper permitting was done.

For additional information on Water Credits and High Efficiency Appliances please visit the forms section of our website: www.mpwmd.net.

¹ If the property was found to be in compliance, no further action is necessary.

² This text is a summary of MPWMD water conservation requirements. The text of Regulation XIV shall prevail in the event of any discrepancy between this summary and that regulation.



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/23)



BUYER RIGHTS AND DUTIES:

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

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

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

BROKER RIGHTS AND DUTIES:

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

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

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

©2023, California Association of REALTORS®, Inc.

SBSA REVISED 6/23 (PAGE 1 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15)

TABLE OF CONTENTS

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

	Page		Page
1. Accessory Dwelling Units	5	35. Marketing; Internet Advertising; Internet Blogs; Social Media	13
2. Arbitration	11	36. Mediation	12
3. Building Permits, Zoning and Code Compliance.....	5	37. Megan's Law Database Disclosure	11
4. Buyer Intended Future Use	5	38. Mold	3
5. California Fair Plan	6	39. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions	9
6. Community Enhancement and Private Transfer Fees	12	40. Neighborhood Noise Sources	9
7. Death on the Property	10	41. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts	8
8. Earthquake Fault Zones and Seismic Hazard Zones	10	42. Non-Confidentiality of Offers	12
9. Easements, Access and Encroachments	2	43. Notice of Your Supplemental Property Tax Bill	11
10. Electrification of Energy Source	11	44. Online or Wire Funds Transfers	12
11. Electronic Signatures	11	45. Owner's Title Insurance	7
12. Environmental Hazards	2	46. PACE Loans and Liens	13
13. EPA's Lead-Based Paint Renovation, Repair and Painting Rule	10	47. Pets and Animals	4
14. Escrow Funds	12	48. Preliminary Title Report	5
15. Fire Hardening, Defensible Space, and Wildfire Disasters ..	5	49. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting	10
16. Fire Hazards	10	50. Recording Devices	14
17. FIRPTA/California Withholding	10	51. Re-Keying	14
18. Flood Hazards	10	52. Rent and Eviction Control Laws and Ordinances	7
19. Formaldehyde	3	53. Retrofit, Building Requirements, and Point of Sale Requirements	7
20. Future Repairs, Replacements and Remodels	6	54. Schools	9
21. General Recall/Defective Product/Class Action Information	13	55. Sea Level Rise	9
22. Geologic Hazards	3	56. Septic Systems	4
23. Golf Course Disclosures	8	57. Short Term Rentals and Restrictions	8
24. Heating Ventilating and Air Conditioning Systems	6	58. Signing Documents Electronically	11
25. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement	6	59. Soil and Geologic Conditions	4
26. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval	13	60. Solar Panels and Net Energy Metering	14
27. Home Warranty	12	61. Square Footage, Lot Size, Boundaries and Surveys	4
28. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12	62. Swimming Pool, Security and Safety	8
29. Inspections	3	63. Underground Pipelines and Utilities	9
30. Insurance, Title Insurance and Title Insurance After Foreclosure	6	64. Views	8
31. Land Lease	7	65. Water Intrusion	4
32. Legal Action	13	66. Water Shortages and Conservation	8
33. Liquidated Damages	11	67. Well and Water System(s)	4
34. Marijuana and Methamphetamine Labs	7	68. Wildlife	9
		69. Wood Destroying Pests	5
		70. Zone Maps May Change	11

A. Investigation of Physical Conditions

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



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

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



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

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



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

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

Brokers do not have expertise in this area.

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

B. Property Use and Ownership

1. **ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
2. **BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of



damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage



or any conditions imposed by insurance as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
10. **MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
11. **OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."
Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.
Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.
12. **RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
13. **RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters,



and (iii) upon sale completion of a responding written statement of compliance. It is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

14. **SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
15. **VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
16. **SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
17. **WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
18. **1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon



adjacent property and structures. (v) the irrigation system of a golf course may be reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion, and flooding; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.



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

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

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

D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage



and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

9. **ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

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

E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a



buyer's deposit to a seller. Buyers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:**
The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees:



(i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

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

4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting



potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering.** Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property. Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

G. Local Disclosures and Advisories

1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

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



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

BUYER _____ Date _____

BUYER _____ Date _____

SELLER X Pierre Dube _____ *Pierre Dube* Date 4/14/24

SELLER X Mary C. Dube _____ *Mary C. Dube* Date 4-14-24

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

SBSA REVISED 6/23 (PAGE 15 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 15 OF 15)

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

6 White Tail Lane

PROPERTY ADDRESS: Monterey, CA 93940

FUTURE DEVELOPMENT/REDEVELOPMENT

Buyer is advised to investigate and satisfy himself/herself of future development in the surrounding area that may affect the property.

CONSTRUCTION RESTRICTIONS

Seller and Buyer understand that the property may be subject to limitations and restrictions regarding house size, lot coverage, configuration, design, materials, environmental issues, future undergrounding of utilities, mandatory fire sprinklers, on-site water treatment systems (septic systems), sewer laterals, and other matters affecting home construction and/or modifications. Buyer is advised to confer with a local architect, contractor and planning officials regarding such restrictions and the present and future availability of permits for new construction, contemplated additions, or other remodeling projects.

VOLUME STANDARDS

The City of Carmel-by-the-Sea has a method of measuring the space in buildings using a volume calculation. A Buyer should consult the applicable sections of the Carmel City Code to determine how the calculation would apply to any changes or future development of the property.

CITY/COUNTY INSPECTIONS AND REPORTS

Prior to change of ownership, most cities within Monterey County require a city inspection and/or issuance of a city report (fees vary). For properties located in the unincorporated areas of Monterey County, a written report of permit history and violations is available for a fee.

CITY INSPECTIONS OF PROPERTIES/ERRORS AND OMISSION WARRANTIES

Several jurisdictions require point-of-sale inspections prior to closing of escrow. However, the jurisdictions do not warrant the results of the inspection. Subsequent inspections of a property previously cleared of code or permit issues may be required to abate newly noticed violations. The disclaimer received from a jurisdiction may contain language such as: *"Prior inspection errors or omissions shall not prevent the City from abating any noted violations on the property against the seller, buyer or any subsequent owner."*

COASTAL ZONE POLICIES Several cities and areas of Monterey County are under the jurisdiction of the California State Coastal Commission which may have authority to

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

approve or disapprove remodeling, building and development projects. The Buyer is therefore advised that they should satisfy themselves concerning a property's current zoning and if located in the Coastal Zone, any potential impacts Coastal Zone policies may have on the property.

PROPERTY RENTALS

Several cities and the County of Monterey have ordinances concerning short-term rentals. Generally, these ordinances are strictly enforced and **prohibit rentals of less than 30 days**. Home Owner Association ("HOA") and other local policies may impact the ability to rent condominiums or other residential structures. Buyers should satisfy themselves regarding any and all local ordinances and policies, including if applicable, any HOA restrictions or policies, which may impact or restrict the renting of property.

HISTORICAL ASSESSMENT

Some jurisdictions in Monterey County may require a historical assessment regardless of the property's date of construction. Buyer is advised to consult with planning officials regarding a property's current or potential historical identification, and all regulations affecting such properties.

TREE HEALTH/PROTECTION/PRESERVATION

Most areas of Monterey County have tree protection/preservation regulations. Buyers should investigate those regulations before any tree is removed. The Buyer is advised that they should consult with a qualified arborist and satisfy themselves concerning any trees on the property and their health.

PRIVATE ROADS

Some properties may have access by a private road shared by two or more property owners. If applicable, the Buyer should determine if there is a recorded private road maintenance agreement and compliance. Buyer is also encouraged to investigate and assess the potential financial liability concerning the maintenance, improvement, replacement, and other costs and liabilities associated with private roads.

AIRPORTS/LAGUNA SECA RACEWAY

Monterey County is home to three airports currently in use. Those municipalities are Marina, Monterey and Salinas. Buyer should be aware of potential air traffic noise in these areas. Laguna Seca Raceway is the site of periodic major events, which may produce increased noise and/or traffic.

HIGHWAY AND LOCAL ROAD RELATED IMPROVEMENTS

Various local road and highway projects are undertaken periodically by local and state agencies. Buyer is encouraged to consult with appropriate agencies to determine any and all impacts those improvements may have on the subject property.

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

NON-DOMESTICATED ANIMALS

Certain areas of Monterey County have experienced occasional intrusions of non-domesticated animals. Buyer is advised to consult with the city or county and/or an animal control professional for further information.

FORMER FEDERAL/STATE ORDNANCE LOCATIONS

Anyone purchasing property within one mile of a known former military training ground, such as Fort Ord, is advised of the potential presence of live ammunition/explosives.

AGRICULTURAL USES

Agriculture and related activities are a major industry in Monterey County. Buyer is advised that agricultural activities may take place that could affect adjoining areas.

BUFFER ZONES

Monterey County is proposing to establish buffer zones around active and closed landfills that would prohibit residential development within those zones, and limit residential building within buffer zones. Buyers should satisfy themselves of the potential for a property inside any buffer zones. Information can be obtained by phoning the Environmental Health Department at (831) 755-4542, or visiting the County website regarding this issue.

MOBILE PHONE/INTERNET SERVICE

Buyer understands that in some localities in Monterey County, cellular and internet service may be intermittent or unavailable.

FIRE SPRINKLERS

There is a history of recalled residential fire sprinklers in Monterey County. Buyers should satisfy themselves that any fire sprinklers installed on the property are in proper operating condition.

ONSITE WATER TREATMENT SYSTEMS (OWTS - SEPTIC SYSTEMS)

The Monterey County regulations regarding OWTS were changed in 2018. The new regulations could substantially increase the cost for repair or replacement of any septic system. Contact the Department of Environmental Health for details.

SEWER LATERAL INSPECTIONS

The Cities of Monterey, Pacific Grove and Carmel-by-the-Sea as well as other structures connected to the Carmel Area Wastewater District (CAWD) require point-of-sale sewer lateral inspections prior to the closing of escrow. Buyers are encouraged to check the local jurisdiction for sewer lateral inspection and replacement requirements.

PRIVATE WELLS

Depending on property location, certain governmental agencies have requirements for private wells. Buyer is advised to determine from the appropriate agency that all requirements for private wells on the property have been met. The buyer is strongly advised

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

to satisfy themselves concerning the availability of water as well as the quality and quantity of water sourced from any domestic private well, whether planned or existing within Monterey County.

WATER RETROFIT REQUIREMENT

Every property (residential or commercial) in Monterey County that changes ownership is subject to the water retrofit requirements and a retrofit certification form must be completed and submitted to the proper water agency. Each of the three water districts has similar retrofit requirements (aimed at reducing household water consumption) and each district has its own water certification form. If the property is in the unincorporated area of the county (not within city limits) and you are unsure of which agency has jurisdiction, contact the Monterey Peninsula Water Management District at 831-658-5601 with the property's parcel number.

WATER AVAILABILITY

Water utilities and mutual water companies may periodically impose mandatory or voluntary cutbacks in service and/or increased fees, restrictions or moratoriums on building, remodeling or increased water use. Buyer is advised to contact the water company which serves the property, any appropriate governing water or planning agency, and/or the Department of Environmental Health for more information concerning the nature and extent of any current or anticipated water policies which may have an effect on the Buyer's general use, development and enjoyment of the property.

Buyer is advised that the California State Water Resources Control Board ("SWRCB") has adopted a Cease and Desist Order ("CDO") which includes enforcement action against California American Water ("Cal-Am") for failure to comply with Water Order 95-10 and Water Code section 1052. The Buyer is therefore advised that they should satisfy themselves concerning the CDO and other water related issues and how they may impact the property.

The Agents, Brokers and representatives for Buyers and Sellers are not responsible for actions taken by federal, state or local governing bodies and/or water suppliers that may result in restrictions to the availability of water to a property. Buyer and/or Seller should contact the appropriate governing or managing authority for current water availability.

SALT WATER INTRUSION Buyer is also advised that measurable amounts of salt-water intrusion have been found in some of the County's underground water supply.

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

STATE AND LOCAL WATER AUTHORITIES AND PURVEYORS

CALIFORNIA COASTAL COMMISSION

45 Fremont St.
San Francisco, CA
94105
(415) 904-5200

SWRCB

State Water Resources Control
Board
P.O. Box 100
Sacramento, CA 95812-0100
(916) 341-5300

MARINA COAST WATER DISTRICT

11 Reservation Road
Marina, CA 93933
(831) 384-6131

ALCO WATER SERVICES

249 Williams Road
Salinas, CA 93905
(831) 424-0441

MCWRA

Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901-4455
(831) 755-4860

MPWMD

5 Harris Court, Bldg. G
(P.O. Box 85) Monterey, CA 93942-0085
(831) 658-5601

CALIFORNIA AMERICAN WATER COMPANY

511 Forest Lodge Road #100
Pacific Grove, CA 93950
(831) 373-3051

CALIFORNIA WATER SERVICES COMPANY

254 Commission Street
Salinas, CA 93901
(831) 757-3644

DISCLOSURE ON MONTEREY PENINSULA WATER MANAGEMENT DISTRICT COMPLIANCE

The Monterey Peninsula Water Management District (MPWMD) imposes certain requirements on properties related to water fixtures. Buyers should investigate MPWMD requirements and inspection guidelines and satisfy themselves that they understand the requirements imposed by the MPWMD. Buyers should visit the MPWMD website at <http://www.mpwmd.dst.ca.us/> and call the MPWMD to satisfy themselves as to whether an existing inspection is sufficient under MPWMD rules.

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

The Agents, Brokers and representatives for Buyers and Sellers are not experts on MPWMD rules and regulations and make no representations as to how the information set forth on past or current inspections may or may not restrict the parties' ability to secure future permits or approvals related to the use of water, or number or type of water fixtures on the subject property. All applicable forms and certification instruments can be found on the Monterey Peninsula Water Management District's website or by calling them directly at: 831-658-5601.

NOT ALL-INCLUSIVE

This list is not all-inclusive and is subject to change. Buyer should investigate all factors pertinent to Buyer's decision to purchase whether that factor is listed in this disclosure or not. The Buyer is cautioned to verify that information pertinent to the purchase is current and accurate. The disclosures contained herein are a supplement to, and not a substitute for, all other disclosures required by law to be provided to Buyer.

Buyer and seller acknowledge receipt of, and have read and understand, every page that makes up this supplemental disclosure.

BUYERS' SIGNATURE

SELLERS' SIGNATURE

BUYER: _____ DATE: _____ SELLER: Pierre Dube DATE: 4/14/24

Pierre Dube

BUYER: _____ DATE: _____ SELLER: Mary C Dube DATE: 4-14-24

Mary C Dube



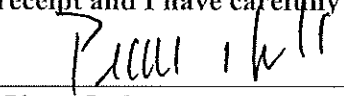
ADVISORY REGARDING COMPLETING DOCUMENTS ELECTRONICALLY

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION REGARDING SIGNING DOCUMENTS ELECTRONICALLY.

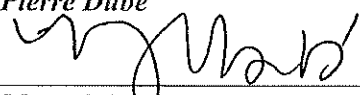
During a real estate listing and or real estate sale transaction you may be asked to sign various documents electronically if you are willing to use that method. Because of the nature of electronic documents it is possible to skip from one signature line to the next, making it easy to ignore the language of the paragraph(s) to which a signature or initials apply. Because of this feature of electronic signatures it is important that you read and understand the following recommendations:

- 1. PLEASE READ EACH DOCUMENT:** It is important that you read and understand each transaction document prior to initialing any paragraphs or pages or signing the document where indicated. You should take the time to thoroughly read through each document and make sure that you understand what you are signing, just as you should do if you were signing paper versions of these documents.
- 2. TAKE YOUR TIME:** Although there may be a temptation to just skip from one place indicated for your signature to the next because of the convenient way that electronic documents are formatted, please **TAKE YOUR TIME.**
- 3. OPTIONAL SIGNATURES OR INITIALS:** If there is an indication that a signature or initial is optional, such as for the Liquidated Damages and Arbitration paragraphs, please take your time to consider whether or not you want to sign/initial any of those paragraphs so as to make it a part of the contract.
- 4. MORE THAN ONE SIGNER:** if more than one person is required to sign the documents, it is essential that each party separately affix their signatures where indicated on each document.
- 5. QUESTIONS OR CONCERNS:** If you have any questions or concerns it is important that you call or email your real estate professional or if you need legal, tax or insurance advice, be certain to consult the appropriate professional(s).

I acknowledge receipt and I have carefully read this Advisory.

Seller: 
Pierre Dube

Date: 2/13/24

Seller: 
Mary C. Dube

Date: 2/13/24

Buyer: _____

Date: _____

Buyer: _____

Date: _____



FANHD Residential Resale Property Disclosure Reports Disclosure Report Signature Page For MONTEREY County

Property Address: 6 WHITE TAIL LN
MONTEREY, MONTEREY COUNTY, CA 93940
("Property")

APN: 101-301-024-000
Report Date: 03/25/2024
Report Number: 3291280

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

DISCLAIMER: This NHD Summary (a) is not valid unless delivered with the complete FANHD Disclosure Report which buyer must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The seller and seller's agent(s) or a third-party consultant disclose 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 Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action 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 and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes ___ No **X** Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes ___ No **X** Do not know and information not available from local jurisdiction ___

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes ___ No **X**

High FHSZ in a state responsibility area ___

Very High FHSZ in a state responsibility area ___

Very High FHSZ in a local responsibility area ___

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes ___ No **X**

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes ___ No **X**

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___

No ___ Map not yet released by state **X**

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s) [Signature]

Date 4/14/24

Signature of Seller(s) [Signature]

Date 4-14-24

Signature of Seller's Agent [Signature]

Date _____

Signature of Seller's Agent _____

Date _____

Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS FANHD DIVISION.

Date 25 March 2024

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller(s) or agent's disclosure obligations in this transaction.

Signature of Buyer(s) _____

Date _____

Signature of Buyer(s) _____

Date _____

BUYER(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE FANHD DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Fire Hazard Severity Zone Pursuant to Gov. Code §51179, Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only).
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at https://orderform.fanhd.com/resources/electronic_bookshelf/regulatory_pamphlets.



RECEIPT FOR REPORTS No. One
(C.A.R. Form RFR, Revised 12/21)



In accordance with the terms and conditions of the Purchase Agreement OR Other _____
dated _____, on property known
as 6 White Tail Lane, Monterey, CA 93940 ("Property"),
between _____ ("Buyer")
and Pierre Dube, Mary C. Dube ("Seller").

- ACKNOWLEDGEMENT OF RECEIPT:** Buyer acknowledges receipt of the report(s), document(s), inspection report(s) disclosure(s), proposal(s), estimate(s), or invoices(s) ("Reports") checked below. Unless otherwise specified in paragraph 6, Buyer acknowledges being able to access any and all Reports delivered via a link.
- REPORTS NOT VERIFIED BY BROKER OR SELLER:** Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.
- BUYER OWN INVESTIGATIONS:** Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value and desirability of the Property.

4. LIST OF REPORTS ORDERED BY BUYER OR SELLER FOR THIS TRANSACTION:

<u>Report, Document or Disclosure</u>	<u>Delivered via Link</u>	<u>Prepared By</u>	<u>Dated</u>
A. <input checked="" type="checkbox"/> Wood Destroying Pest Inspection	<input type="checkbox"/>	<u>Casner Exterminating Inc.</u>	<u>02/28/2024</u>
B. <input checked="" type="checkbox"/> Home Inspection Report	<input type="checkbox"/>	<u>WIN Home Inspection</u>	<u>02/28/2024</u>
C. <input checked="" type="checkbox"/> Title: Preliminary Report	<input type="checkbox"/>	<u>Old Republic Title Company</u>	<u>02/07/2024</u>
D. <input type="checkbox"/> Roof Inspection	<input type="checkbox"/>	_____	_____
E. <input checked="" type="checkbox"/> Sewer Lateral Report	<input type="checkbox"/>	<u>Hawk Plumbing</u>	<u>02/27/2024</u>
F. <input checked="" type="checkbox"/> Natural Hazard Disclosure Report	<input type="checkbox"/>	<u>JCP-LGS</u>	<u>03/25/2024</u>
G. <input type="checkbox"/> Domestic Well Test	<input type="checkbox"/>	_____	_____
H. <input type="checkbox"/> Septic/Private Sewage Inspection	<input type="checkbox"/>	_____	_____
I. <input type="checkbox"/> HVAC Inspection	<input type="checkbox"/>	_____	_____
J. <input checked="" type="checkbox"/> Government Inspection or Report	<input type="checkbox"/>	<u>City of Monterey</u>	<u>03/14/2024</u>
K. <input type="checkbox"/> Statutory Condominium/Planned Development Disclosures (Civil Code § 4525)	<input type="checkbox"/>	_____	_____
L. <input type="checkbox"/> Contractual Condominium/Planned Development Disclosures	<input type="checkbox"/>	_____	_____
M. <input type="checkbox"/> Lease Documents	<input type="checkbox"/>	_____	_____
N. <input type="checkbox"/> Tenant Estoppel Certificates	<input type="checkbox"/>	_____	_____
O. <input checked="" type="checkbox"/> <u>Section 1 Termite Clearance</u>	<input type="checkbox"/>	<u>Casner Exterminating Inc.</u>	<u>03/29/2024</u>
P. <input checked="" type="checkbox"/> <u>Roof Repair Invoice</u>	<input type="checkbox"/>	<u>Central Coast Roofing</u>	<u>04/08/2024</u>
Q. <input checked="" type="checkbox"/> <u>Hawk Plumbing Invoice</u>	<input type="checkbox"/>	<u>Toilets / Gas Valve Cover</u>	<u>03/14/2024</u>
R. <input checked="" type="checkbox"/> <u>A&R Plumbing Steam Shower</u>	<input type="checkbox"/>	<u>A&R Plumbing</u>	_____



RECEIPT FOR REPORTS (RFR PAGE 1 OF 2)

5. **LIST OF REPORTS FROM PREVIOUS TRANSACTIONS:** The following Reports are being provided by Seller from previous transactions, and unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such Reports. Such Reports may not have been updated or reflect the current condition of the Property.

Report, Document or Disclosure
From Previous Transactions

Delivered via Link

Prepared By

Dated

A.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
B.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
C.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
D.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
E.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
F.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____
G.	<input type="checkbox"/>	_____	<input type="checkbox"/>	_____	_____

6. **REPORTS DELIVERED VIA LINK:** For all Reports identified by a check below, Buyer is unable or unwilling to open the link, is unable to download the documents in the link, or prefers to receive the documents directly rather than via a link.

A. All Reports Delivered via link.

B.

C.

7. **ADDITIONAL INVESTIGATION RECOMMENDATIONS:** If any of the above reports recommends Buyer obtain additional investigations, you should contact qualified experts to determine if such additional investigations are necessary. If you do not do so, you are acting against Broker's Advice.

8. **REPORTS PREPARED FOR PERSONS OTHER THAN BUYER:** Buyer has been advised that if Buyer receives any Report that has not been ordered by Buyer (whether prepared by or for Seller or others), Buyer may have no recourse against the preparer of the report for any errors, inaccuracies or missing information. Buyer is advised to check with the preparer of any Report to determine if preparer will offer Buyer such recourse.


Buyer

Date

Buyer

Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

RFR REVISED 12/21 (PAGE 2 OF 2)

RECEIPT FOR REPORTS (RFR PAGE 2 OF 2)

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

6 White Tail Lane





BUYER HOMEOWNERS' INSURANCE ADVISORY
(C.A.R. Form BHIA, 12/23)



- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE: If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding.
2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS: Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance.
3. CALIFORNIA'S PROPERTY INSURANCE MARKET: Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies.
4. INSURANCE CONDITIONS: Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise.
5. RESOURCES: The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues.
6. BROKER RECOMMENDATION: Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies.

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

Buyer _____ Date _____
Buyer _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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

BHIA 12/23 (PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)



BUYERS HOMEOWNERS' ASSOCIATION ADVISORY
(C.A.R. Form BHAA, 6/23)



California Civil Code section 4525 requires sellers of condominiums and other common interest or planned unit developments ("CID") to provide buyers with governing, financial, and other documents and information created and maintained by a Homeowners Association ("HOA"). These documents may be quite lengthy, causing buyers not to take the time to make a careful review of all HOA materials. Before deciding to proceed with the purchase transaction, it is critical that buyers carefully review all HOA documents to determine for themselves if the property they are acquiring meets their current and future needs for use and enjoyment of the property. As part of this review, Buyer should also consider if any of the documentation has not been provided, is incomplete, or missing.

BUYER:

YOU ARE STRONGLY ADVISED BY YOUR BROKER TO REVIEW ALL HOMEOWNER ASSOCIATION DOCUMENTS WITH APPROPRIATE PROFESSIONALS, IF NECESSARY, TO UNDERSTAND THEIR CONTENTS. YOU ARE FURTHER ADVISED TO CAREFULLY REVIEW THE PRELIMINARY TITLE REPORT TO DETERMINE ALL THE RECORDED DOCUMENTS RELATED TO HOMEOWNERS ASSOCIATIONS, WHICH COULD INCLUDE, BUT ARE NOT LIMITED TO, DEED RESTRICTIONS AND THE EXISTENCE OF MULTIPLE HOAs AFFECTING THE PROPERTY.

THESE DOCUMENTS WILL GOVERN, AFFECT AND, IN SOME CASES, LIMIT YOUR CURRENT AND FUTURE USE AND ENJOYMENT OF THE PROPERTY.

All HOA documents and disclosures are important, however, the following are often areas of concern for buyers of property located in a CID.

- 1. Covenants, Conditions, and Restrictions ("CC&Rs"):** The CC&Rs are the main governing document of the HOA. Generally, the CC&Rs describe the property rights, duties, and obligations of the HOA and the individual members. CC&Rs are formal documents recorded with the County Recorder and are extremely difficult to amend or change.
- 2. Bylaws, Rules and Regulations:** Bylaws address the governance and operation of the HOA, including voting and election requirements, the number of directors and their term length, how and when meetings are held, and the meeting procedures. If promulgated by the HOA, the Rules and Regulations usually detail how the HOA will handle routine, day-to-day matters often affecting common area usage, expenses, etc.
- 3. Minutes:** HOAs are required to prepare Minutes of Board of Directors' Meetings detailing past, current, and future (proposed) events, issues, and expenses such as existing or planned litigation, repairs, improvements or needed change in the dues and/or additional assessments. They reflect the decisions and reasons for those decisions, but are not a transcript of the meetings. The Minutes are often the best source of information regarding issues related to the common areas, the individual units, special and increased assessments, and the ability to use and enjoy the property after escrow closes.
- 4. Financial Information:** The financial information from the HOA may be contained in numerous documents, including but not limited to: Pro Forma Operating Budget, Assessment and Reserve Funding Disclosure Summary, Financial Statement Review, Assessment Enforcement Policy, Insurance Summary, Regular Assessment, Special Assessments, and Emergency Assessments. The financial status of HOA could impact the future costs of owning the property.

Reserves: Buyers should determine if reserves are properly and adequately funded and if there are many homeowners who are delinquent on payments for dues and assessments. Generally, associations are required to prepare a reserve study, and, at least every three years, cause to be conducted a reasonably competent and diligent visual inspection.

Pending and Future Assessments: The Minutes and the HOA disclosure form itself may contain critical information and comments regarding pending or future assessment.

Special or Emergency Assessments: Buyers need to know if special or emergency assessments are currently due in full or whether they are due only in monthly installments. If it is not clear, buyer should request clarification from the HOA. The Purchase Agreement will determine whether the assessment payment will be paid by the seller at Close of Escrow, or whether the payments are prorated, and the buyer will be responsible for the monthly payments after Close of Escrow.

There are independent services available which will review the HOA documentation and give an opinion of the financial status of a HOA for a fee which is typically \$300.00 to \$500.00 depending upon the services to be provided and the extent of the HOA documentation. Real estate licensees are not qualified to assess the financial viability of any HOA.

If you have any questions or concerns about the financial status, strength, or stability of the HOA, contact your accountant who may be able to provide a professional assessment of the HOA's finances.



5. **Rental Restrictions:** The HOA may have restrictions and/or prohibitions concerning your ability to rent your unit. These restrictions may be based on the number/percentage of units that are allowed to be rented, and the approval process associated with rentals. The HOA may also put restrictions on the ability to enter into a short term rental. Some HOAs have even gone so far as to completely prohibit rentals for all new owners; however, a 2021 law requires HOAs to allow at least 25% of the units to be rented or leased regardless of what the HOA governing documents state. In addition to the HOA restrictions, the city may also impose rental control and eviction control ordinances that may impact your decisions to rent the unit. You should investigate these issues with the HOA and the appropriate government authority to determine whether this property meets your needs. These restrictions may affect your decision to purchase the Property.
6. **Lending Considerations:** Lenders may have certain qualifications that are required from the HOA before they provide financing on your purchase. Many lenders will require the HOA to provide a lender certification document, providing information regarding the HOA. They may require a certain percentage of owner occupied units within the HOA. Further, if you are seeking a FHA or VA loan, the lender may require the HOA to be FHA/VA approved prior to making a loan. You should inquire with your lender and the HOA to determine what will be required in order to obtain financing.
7. **Noise:** Due to noise and other factors, HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. You should directly contact the HOA Board to determine whether the property can be used for your intended purposes. You should also determine whether the property meets your subjective personal preferences and needs.
8. **Common Areas:** Those portions of a CID that are not wholly owned by the individual homeowners are designated as "Common Areas". Usually, the CC&Rs and/or the Bylaws will define what constitutes the Common Areas, how they are used, who gets to use them, and who is responsible for maintenance. Some Common Areas may be available for use by all members and their guests, such as a lobby or garden. However, some Common Areas may be "Restricted" or "Exclusive Use" Common Areas with access limited to certain homeowners (this is often true with swimming pools and spas especially when there are multiple HOAs within a CID), or may be restricted to just one homeowner, such as a roof, deck, balcony, or patio. In some instances, the homeowner may be responsible for maintenance of certain Restricted or Exclusive Use Common Areas. You should determine for yourself whether there are any restrictions affecting the Common Areas which could impact your intended use and enjoyment of the property.
9. **Parking and Storage:** You should determine for yourself whether the allotted parking space(s) are adequate to park your vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that you personally determine if the parking and storage space(s) that are designated in the recorded documents are actually the space(s) being transferred to you and that those space(s) are acceptable for your needs and intended uses of the property.
10. **Litigation:** Many CIDs have been involved in, or are presently involved in, or may become involved in, litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive, and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. Such litigation may also impact the willingness of lenders to make a loan secured by the property, and buyer's ability to obtain a loan to purchase the property.
11. **Special Needs:** HOA documents may limit the number and size of animals allowed in units. Fair Housing Laws may impact the effect of such rules on "service" and/or "companion" animals. HOAs on their own, or because of local ordinances, may limit or completely ban smoking and/or vaping in common areas or units. The ability for new buyers to rent units and/or to operate any type of business may also be limited or completely forbidden. Therefore, it is important that you review all HOA documents to ascertain whether there are any limitations on your particular needs or planned use of the property.
12. **Brokers:** Real estate licensees who forward HOA documentation to you have not verified and will not verify either the information provided or the completeness or accuracy of the documentation unless they agree to do so in writing.

The undersigned Buyer acknowledges receipt of this 2-page Advisory.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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



BHAA 6/23 (PAGE 2 OF 2)

BUYERS HOMEOWNERS' ASSOCIATION ADVISORY (BHAA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolfof.com 6 White Tail Lane



BUYER'S INSPECTION WAIVER
(C.A.R. Form BIW, Revised 12/21)



Property Address: 6 White Tail Lane, Monterey, CA 93940 ("Property").

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between a buyer and seller.

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies ("Investigations") of the Property personally and with professionals of your own choosing who should provide written reports of their findings and recommendations, and (ii) you should not rely solely on reports provided by Seller or others.
2. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation.
3. WAIVERS:
A. HOME INSPECTION WAIVER: Broker recommends that Buyer obtain a home inspection, even if Seller or Broker has provided Buyer with a copy of a home inspection report obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
B. WOOD DESTROYING PEST INSPECTION WAIVER: Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
C. OTHER: Broker recommends that Buyer obtain an inspection for the following items:

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

- 4. WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS: Buyer has received a:
[] General Home Inspection Report prepared by dated
[] Wood Destroying Pest and Organism Report prepared by dated
[] Other Report prepared by dated

That report recommends that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional investigations. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

Buyer has decided not to obtain any of the additional inspections, investigations, or reports at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer Date

Buyer Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

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



BIW Revised 12/21 (PAGE 1 OF 1)

BUYER'S INSPECTION WAIVER (BIW PAGE 1 OF 1)



THE CITY OF
MONTEREY

Sanitary Sewer Lateral Inspection

Monterey City Code 30-1.2 through 30-1.6 and 9-2

Date of inspection: 2-27-24
 Property address: 6 White Tail Lane
 Property owner: _____
 Contractor: Hawk Plumbing
 Contractor license number: # 949825
 Contractor contact number: 831 277-8408
 Contractor email: Dustin7777@att.net

1. Is the lowest trap outlet served by the building sewer greater than 2' above the rim of the nearest manhole uphill from the point of connection of the building sewer to the public sewer? YES NO
 2. Where is the upstream manhole? (address # or cross-streets) 10 White Tail Lane
 3. Is a sewer Back-Water Valve (BWV) installed? YES NO
 4. Is the required cleanout/Sewer Relief Valve (SRV) installed? YES NO
 5. Is the connection to the sewer main serviceable and in working condition? YES NO
 6. Is the sewer lateral free from roots, grease deposits and other solids that may impede or obstruct the transmission of flow of wastewater? YES NO
 7. Are all joints watertight, sound, and free from structural defects, cracks, breaks, openings, sags, or missing portions to prevent exfiltration by waste or infiltration by ground or storm water? YES NO
 8. Is this a shared lateral? YES NO
- If YES, what is the shared property address: _____

Based on the information provided, a Notice to Repair may be issued within thirty (30) business days after receipt of this form. The Notice to Repair shall specifically identify the deficiencies to be corrected and shall establish a deadline of 30 days within which the property owner shall complete the required corrective actions. The corrective action may include replacement of the lateral and installation of an SRV and BWV as required by the City or the current and adopted version of the California Plumbing Code.

The property owner shall maintain the sanitary sewer lateral which includes the connection to the City main sewer line and perform any repair or replacements necessary to meet these standards and requirements.

This form must be completed and signed by a licensed plumbing contractor.
 I verify to the best of my knowledge and belief that the information above is true and correct.

/ Dustin Stewart 2-27-24
 Plumbing Contractor Signature Print Name Date

Building and Safety Division
 580 Pacific Street, Room 4 Monterey, CA 93940
 gogreen@monterey.org

CITY OF MONTEREY
RESIDENTIAL PROPERTY INSPECTION

DATE: March 14, 2024 RPI #: RPI-24-0385
ADDRESS: 6 WHITE TAIL LN MONTEREY CA SEND: BrianB115@gmail.com
REPORT:
PARCEL: 101301024000
APPLICANT: BRIAN BUTLER PHONE #: (831)241-4259
OWNER: DUBE PIERRE & MARY C TRS PHONE #:
RPI FEE: \$286.00

Zone: R-1-20-D1 Use or Occupancy: R-3 SFD WITH ATTACHED GARAGE
Special Permits/Restrictions: NONE FOUND Very High Fire Hazard Zone: NO

Signature of Inspector: Laura Fisher Date: 2024-03-20
Report sent to applicant: EMAILED Copy mailed to property owner: NO

PROPERTY VIOLATIONS REQUIRING IMMEDIATE CORRECTION (CALL FOR REINSPECTION WHEN CORRECTIONS ARE COMPLETED)

A thirty (30) day period is given to make the necessary corrections. A reinspection will then be made to ensure compliance.
REVISED FINDINGS (IF APPLICABLE)

FOR REINSPECTION ONLY (if applicable):
SIGNATURE OF INSPECTOR: _____ DATE: _____ REPORT SENT: _____

Monterey City Code section 9-2 requires that, if necessary, a building be protected from sewage backflow by installation of an approved backwater valve. Compliance with this ordinance is the responsibility of the property owner. Owner will be responsible for any damage resulting from any sewer backup if this device is not installed and working properly.

Yes/No - Sewer lateral condition report received 2024-03-14 (date)
 Yes/No - Sewer backwater valve needed* Yes/No - Sewer backwater valve installed Permit # _____
 Yes/No - Sewer relief vent (cleanout) needed* Yes/No - Sewer relief vent (cleanout) installed. Permit # _____
Yes/No - Sewer lateral needs repair/replacement* Yes/No - Sewer lateral repaired/replaced Permit # _____
*Please obtain a plumbing and/or public works permit before installation

SEE THE FOLLOWING NOTICE TO REPAIR FOR ADDITIONAL INFORMATION

The City of Monterey Zoning Ordinance sets development standards in the City. You are encouraged to contact the City Planning Division at Colton Hall or our website at www.monterey.org to obtain copies of these policies and standards that apply to your property.

This report does not cover maintenance, obsolescence or other conditions but only reports visible violations of City regulations or obvious safety hazards detected on an EXTERIOR inspection. Prior inspection errors or omissions shall not prevent the City from abating any noted violations on the property against the seller, buyer or any subsequent owner.

Monterey City Code section 32-34 states property owners shall maintain any sidewalk adjacent to property in a condition which will not interfere with the public safety or convenience.

Requires repairs (Please obtain sidewalk permit in the Permit & Inspection Services office, City Hall, Room 4)

NOTICE TO REPAIR

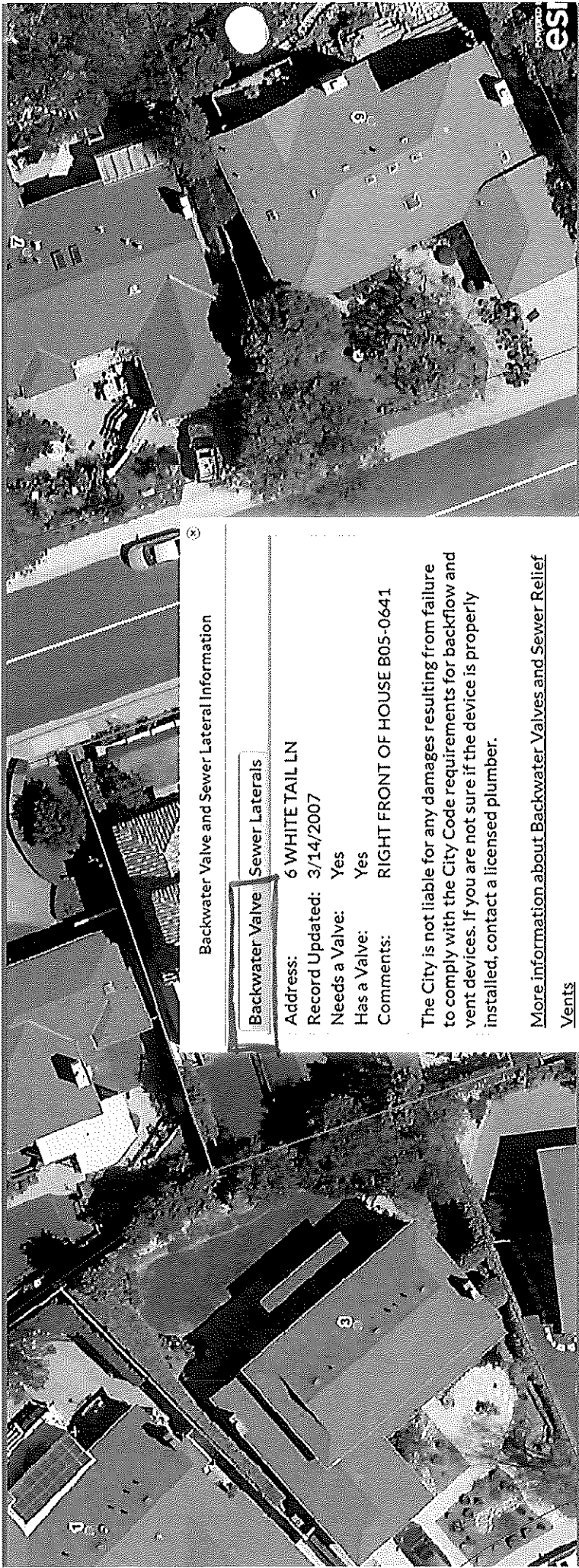
_____ Property violations
_____ Sewer violations
 No violations found

The property owner shall complete all corrective action by obtaining the necessary permits for repairs; conduct the work and acquire all City of Monterey final approvals.

Sewer Lateral Appeals: Any property owner who receives a notice to repair may request an administrative hearing before the Appeals Hearing Board by filing a written notice of appeal with the City Attorney's Office no later than 10 days after issuance of the notice to repair.

Failure to Repair: Should a property owner fail to submit a Sanitary Sewer Lateral Inspection Form or take required corrective action within the time required by this Chapter (MCC 30-1.2), the City may pursue any administrative, civil, or criminal remedies available and/or commence nuisance abatement proceedings.

gisag8.ci.monterey.ca.us/pub/wrtppub/



Backwater Valve and Sewer Lateral Information

Backwater Valve Sewer Laterals

Address: 6 WHITE TAIL LN
 Record Updated: 3/14/2007
 Needs a Valve: Yes
 Has a Valve: Yes
 Comments: RIGHT FRONT OF HOUSE B05-0641

The City is not liable for any damages resulting from failure to comply with the City Code requirements for backflow and vent devices. If you are not sure if the device is properly installed, contact a licensed plumber.

[More information about Backwater Valves and Sewer Relief Vents](#)

Close

County Assessor Update: Feb 2024

Owner

Data not available to the public

Click ID

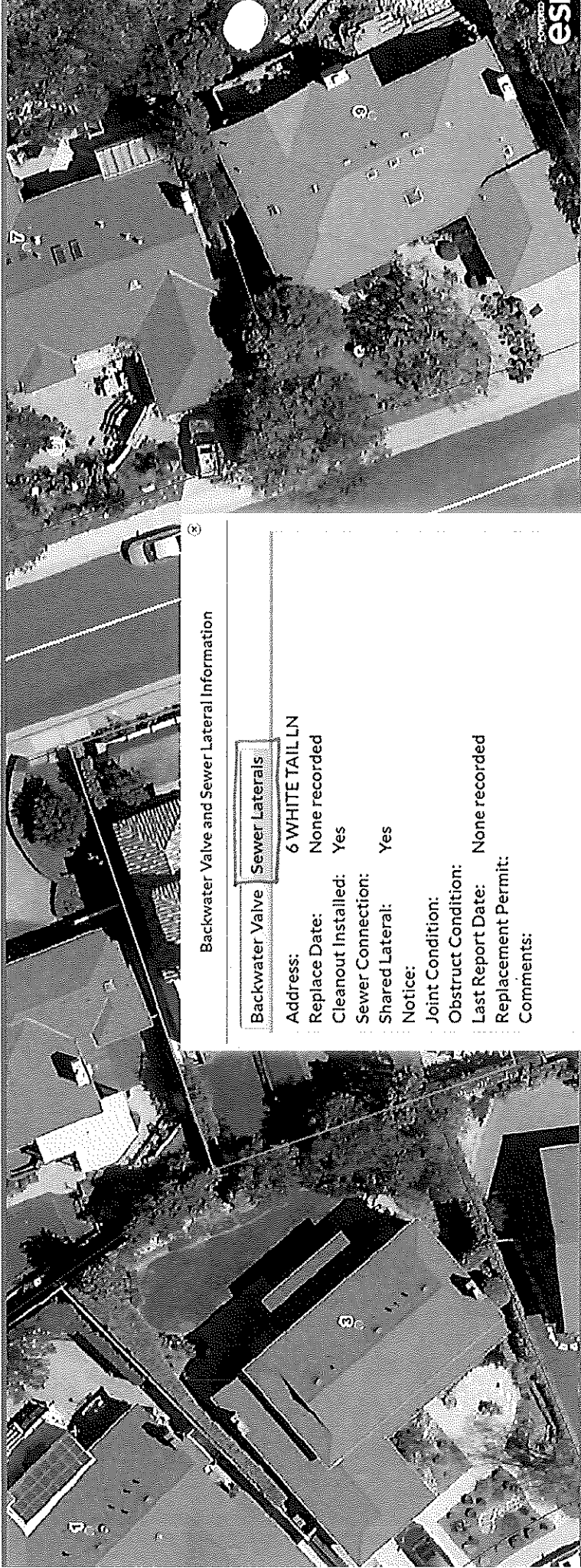
DETAILS

7

ing purposes only. The City of Monterey makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby di of any type, including but not limited to incidental, consequential, or exemplary damages arising out of the use or inability to use these materials.

gisags8.ci.monterey.ca.us/pub/wrtppub/

Parcel PlaceName Cribb: Layers Table Tools PrintMap Home



Backwater Valve and Sewer Lateral Information

Backwater Valve **Sewer Laterals**

Address: 6 WHITE TAIL LN
 Replace Date: None recorded
 Cleanout Installed: Yes
 Sewer Connection: Yes
 Shared Lateral: Yes
 Notice:
 Joint Condition:
 Obstruct Condition:
 Last Report Date: None recorded
 Replacement Permit:
 Comments:

County Assessor Update: Feb 2024

Owner

Data not available to the public.

More information about Sewer Lateral Requirements

Click ID
 DETAILS 7

Close

X N O P W

**DEER FLATS PARK
HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
January 23, 2024**

CALL TO ORDER

The meeting was called to order at 7:02pm, and was held electronically via Zoom.

ROLL CALL: Board members present - Vice-President Nancy Edlun, President Sue Chapman, Treasurer/Secretary Rina Tringali, Administrative Assistant Pam Poma, Greenbelt Liaison Christine Cristobal, NCIP Representative Dave Overton was not in attendance. There were five households who joined the Zoom meeting.

APPROVAL OF THE MINUTES: Rina made a motion to approve the minutes from the board meeting held September 19, 2023 and the motion was seconded by Christine, with all members in favor.

OLMSTEAD DEVELOPMENT: The Deer Flats Park Homeowners Association is a non-political entity. The board agreed that all information will be forwarded to each homeowner to enable them to take action as they see fit, but the board will not take a position with this issue.

GREENBELT: Christine reported that her goal is to get a bid from Tope's Tree Service to bring in a masticator (tree grinder) to chip up the fallen tree debris on the Antler and Deer Stalker Path sides and spread it around. Hoping to connect with Cal Fire and have the Gabilan crew this year to help clean up the greenbelt. The board discussed (3) encroachments onto our greenbelt. Two of the encroachments, a driveway and a shed, were built onto our greenbelt by homeowners on Manor Road (bordering, but outside of our neighborhood). The third encroaching structure, a block wall fence, was built by a Deer Flats Park homeowner. The association's attorney will be provided updated information regarding encroachment by these three parties provided by the surveyor. The lawyer will be instructed to move forward with advisory letters to the homeowners regarding potential legal action should the encroachments not be remedied.

NCIP Update: Dave was unable to attend but sent this report: 1) finally heard from the contractor (Bear Electrical) about getting the power to the light fixtures temporarily turned off so he can reconnect the repaired fixture and replace the light that burned out on the front side of the traffic island. 2) Dave will be submitting a project nomination for this year's NCIP cycle to have a "fusible link" (basically an ON/OFF switch) installed between the power source at the streetlight pole and the light fixtures on the island so that in the future we can do our own maintenance of the lighting without having to pay a contractor to turn off the power. 3) If it is not too late and we need him to serve one more year/cycle as the NCIP Representative, he will do so...but does not want to serve another full term. Dave will contact the NCIP coordinator to find out if he is eligible to renew his position for 2024. If so, Dave will need a letter from the Board nominating him as the NCIP Representative. In the meantime, the Board can try to recruit someone to replace Dave, possibly as the Alternate NCIP Representative for 2024 (to learn the ropes).



ARTICLES OF INCORPORATION
OF THE
DEER FLATS PARK HOMEOWNERS ASSOCIATION

970881
ENDORSED
FILED
in the office of the Secretary of State
of the State of California
DEC 27 1979
MARCE FONG, ED, Secretary of State
Gloria J. Carroll
Deputy

ARTICLE I
NAME

The name of the corporation (hereinafter called "the Association") is the DEER FLATS PARK HOMEOWNERS ASSOCIATION ("Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office for the transaction of the business of the Association is located in Monterey County, State of California.

ARTICLE III
GOVERNING LAW

This Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION.

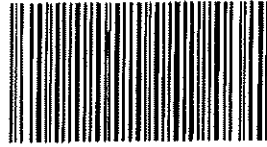
The specific primary purpose for which the Association is formed is to provide for management, administration, protection, preservation and maintenance of the Common Area and all of the property within that certain tract of property situated in Monterey, California, and described on the Subdivision Map of Tract No. 856, Deer Flats Park in Rancho Aguajito, City of Monterey, California, filed for record on January 30, 1979 in Volume 13 of Cities and Towns at Page 109, Records of Monterey County, California, and any additions as may hereinafter be brought within the jurisdiction of this Association for this purpose all according to that certain Declaration of Covenants, Conditions and Restrictions hereinafter called the "Declaration" applic-

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

CRREBECCA
4/04/2012
8:09:21

DOCUMENT: **2012020191**

Titles: 1/ Pages: 15



Fees....	54.00
Taxes...	
Other...	
AMT PAID	\$54.00

RETURN TO:

Deer Flats Park Homeowners Association
Post Office Box 1492 – Monterey, California 93942-1492

BYLAWS
OF
DEER FLATS PARK HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is DEER FLATS PARK HOMEOWNERS ASSOCIATION, a California non-profit corporation, hereinafter referred to as "the Association". The principal office of the Association shall be located at a location selected by the Board of Directors in the City and County of Monterey, California.

ARTICLE II
DEFINITIONS

1. Declaration: shall mean and refer to the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Recorder for the County of Monterey, State of California on December 12, 2011, Document Number 2011072710.
2. The definitions contained in the Declaration are incorporated by reference herein.

ARTICLE III
MEETING OF MEMBERS AND VOTING

1. Annual Meeting. The annual meeting shall be set by the Board so as to occur not later than ninety (90) days after the close of the Association's fiscal year.
2. Special Meetings. Special meetings of the Members for any purpose whatsoever, including the election of a new Board of Directors, may be called at any time by a majority of a quorum of the Board of Directors, or upon written request of not less than fifteen percent (15%) of the total voting power of the Membership.

Deer Flats Park Homeowners Association
Post Office Box 1492 – Monterey, California 93942-1492

FIRST RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This First Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) and establishment of protective covenants, restrictions and reservations is made this date, March 28, 2020 by Deer Flats Park Homeowner’s Association, hereinafter called the “Association”:

WITNESSETH:

WHEREAS, the Association is the collective membership of Property Owners of the real property described in Section 1.01; and

WHEREAS, the Association is comprised of said real property in accordance with the Subdivision Map more particularly described in Section 1.01 and it is the desire, and intention of the Association to impose upon the Subdivided Property (as hereinafter

**Deer Flats Park Homeowners Association
Annual Meeting Agenda
Saturday April 22, 2023
10:00am
Meeting Via Zoom**

MEETING CALLED TO ORDER

INTRODUCTION OF OFFICERS AND DIRECTORS

BOARD OF DIRECTORS REPORTS

- 1) President's Update
- 2) Neighborhood and Community Improvement Program
- 3) Greenbelt Update
- 4) Treasurer's Report
- 5) Board of Director/Association Responsibilities
- 6) Neighborhood Reminders

NEW BUSINESS

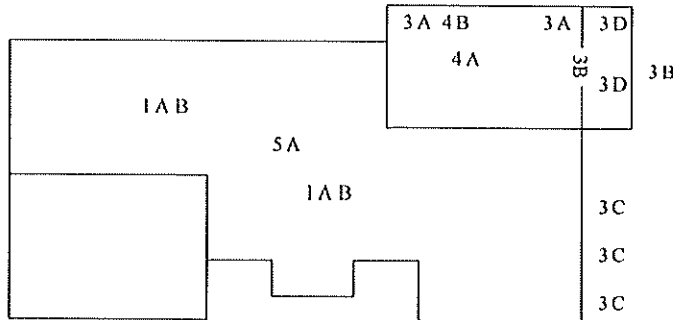
MISCELLANEOUS

- 1) Comments from Membership

ADJOURNMENT

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 6	Street WHITE TAIL LANE	City MONTEREY	Zip 93940	Date of Inspection 2/28/2024	Pages 5
(831) 757-6000 (831) 373-6400 (831) 633-9000 Registration# PR 7135		CASNER EXTERMINATING INC. 11025 Commercial Pkwy. Castroville, CA 95012 (800) 655-4044 FAX (831)633-9081			
Ordered By: BRIAN BUTLER-MONTEREY COAST REALTY		Property Owner and/ or Party of Interest: C/O MONTEREY COAST REALTY		Completion sent to:	
COMPLETE REPORT <input checked="" type="checkbox"/>		LIMITED REPORT <input type="checkbox"/>		SUPPLEMENTAL REPORT <input type="checkbox"/>	
REINSPECTION REPORT <input type="checkbox"/>		General Description: Furnished and occupied two story residence unproved underea tile roof		Inspection Tag Posted: wall	
				Other Tags Posted:	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input checked="" type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					



FRONT

Inspected by **ROBERTO NAVA** License No. FR 57437 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

43M-41 (Rev. 10/01)

Standard Notice of Work Completed and Not Completed

NOTICE - All recommendations may not have been completed. - See below - Recommendations not completed.

This form is prescribed by the Structural Pest Control Board.

Building No. 6	Street WHITE TAIL LANE	City MONTEREY	Zip 93940	Date of Completion MARCH 29, 2024
(831) 757-6000 (831) 373-6400 (831) 633-9000	CASNER EXTERMINATING INC. 11025 Commercial Pkwy. Castroville, CA 95012 (800) 655-4044 FAX (831)633-9081			
Report No. 6 WHITE TAIL LANE, MONTEREY, 2 28 24,				
Ordered By: BRIAN BUTLER-MONTEREY COAST REALTY	Property Owner and/ or Parly of Interest: C/O MONTEREY COAST REALTY PIERRE AND MARY DUBE		Completion sent to:	

The following recommendations on the above designated property, as outlined in Wood Destroying Pests and Organisms Inspection Report dated 2/28/2024 have been and/or have not been completed.

Recommendations completed by this firm that are in accordance with the Structural Pest Control Board's Rules and Regulations: 1A-SOIL TREATMENT, 1B, 3A, 3B, 3C, 3D									
Recommendations completed by this firm that are considered secondary and substandard measures under Section 1992 of the Structural Pest Control Board's Rules and Regulations including person requesting secondary measure:									
Cost of work completed:	<table> <tr> <td>Cost</td> <td>\$16900.00</td> </tr> <tr> <td>Inspection fee</td> <td>\$0.00</td> </tr> <tr> <td>Other</td> <td>\$0.00</td> </tr> <tr> <td>Total</td> <td>\$16900.00</td> </tr> </table>	Cost	\$16900.00	Inspection fee	\$0.00	Other	\$0.00	Total	\$16900.00
Cost	\$16900.00								
Inspection fee	\$0.00								
Other	\$0.00								
Total	\$16900.00								
Recommendations not completed by this firm: SECTION II: 4A, 4B, 4C, 4D UFIR: 5A									
	Estimated Cost: \$								
Remarks: WORK COMPLETED BY CASNER EXTERMINATING COMPANY AS AUTHORIZED BY PIERRE AND MARY DUBE. TWO YEAR WARRANTY APPLIES TO THE ENTIRE STRUCTURE FOR THE CONTROL OF SUBTERRANEAN TERMITES. * THIS IS TO CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS NOW FREE OF EVIDENCE OF ACTIVE INFESTATION OF WOOD DESTROYING ORGANISMS IN VISIBLE AND ACCESSIBLE AREAS. *									
Signature <u>Rolando Wava</u>									

You are entitled to obtain copies of all reports and completion notices on this property reported to the Board during the preceding two years upon payment of a search fee to: Structural Pest Control Board, 2005 Evergreen Street, suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

Date: April 8, 2024

Submitted to: Brian Butler

Name: Mary C. Dube, Pierre Dube

Address: 6 White Tail Lane

City/State/Zip: Monterey, CA 93940

Cellphone: 831-241-4259

Jobsite Location:

Residential,

Address: 6 White Tail Lane

City/State/Zip:Monterey, CA 93940

Roof Repair

A. Description of work and charges

The Contractor will furnish the Work with the following items and charges with corresponding items based on the specification and plans listed in item 1 of terms and conditions below:

1. Scope of works:

- a. All work will strictly adhere to California codes and OSHA safety guidelines.
- b. Tile roof repair
 - i. Remove all visibly broken and loose tiles in work area
 - ii. Photo shown below:



1.

- iii. Inspect the underlayment to be in excellent condition
 - 1. If so, continue to install new roof tiles
 - 2. If not, replace what is necessary with new roof underlayment
- iv. Install new roof tiles in work area
 - 1. Customer will provide material
 - 2. Located in crawl space
- c. Supply & Apply Mortar
 - i. Above the garage on right side, at front bottom of ridge cap
 - ii. Mortar will match existing mortar color
- d. Ridge
 - i. Align bottom of ridge cap with rest of ridge
 - ii. Assure ridge cap is secure to roof
- e. Tiles outside master bedroom window
 - i. Adjust roof to wall lead flashing to match the rest of flashing along the area
 - ii. Photo shown below:



- iii.
- f. Haul away all roofing debris from property.

- g. Remove all existing broken tiles on entire roof and replace with new tiles
 - i. Customers will provide new roof tiles from crawl space.
- h. Seal anything that we see could be possible water intrusion

2. Warranty

- a. The contractor provides a 4 year workmanship warranty which includes fixing any roof problem in specific work areas on day of work. Contractor will take before, in progress and after photos for record keeping. Contractor will provide these photos by text at job completion to the customer.
- b. Any NEW ROOF PENETRATION or NEW ROOF WORK is but not limited to roof warranty. If there is a leakage due to but not limited to new work on the roof, weather conditions (mother nature), AC unit conduits, drain pipes, attic fans, solar panel bases, skylights/sun tunnels or other after completion of this Work, this type of leakage is excluded from the warranty mentioned at 2(a).

3. Charges

- a. The total charge of the Work is **Two thousand eight hundred seventy five US Dollars (\$2,875.00).**

4. Work Dates:

- a. Start date: April 3, 2024
- b. Completion date: April 8, 2024 due to weather conditions

5. Schedule of Payment

- a. Upon completion of work \$2,875.00

6. Contractor

Signed X _____ **Date X** _____
Customer (Mary C. Dube/Pierre Dube)

Signed X _____ **Date X** _____
Contractor (Central Coast Roof Maintenance & Repair)
831-905-4640



OLD REPUBLIC
TITLE COMPANY

200 Clock Tower Place, Suite E100
Carmel, CA 93923
(831) 625-3880 Fax: (831) 625-5609

PRELIMINARY REPORT

Our Order Number 0723019493-KH

MONTEREY COAST REALTY
PO Box C NE Corner Dolores & 8TH
Carmel by the Sea, CA 93921

Attention: BRIAN BUTLER

When Replying Please Contact:

Kelli Harris
kharris@ortc.com
(831) 625-3880

Property Address:

6 White Tail Lane, Monterey, CA 93940

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

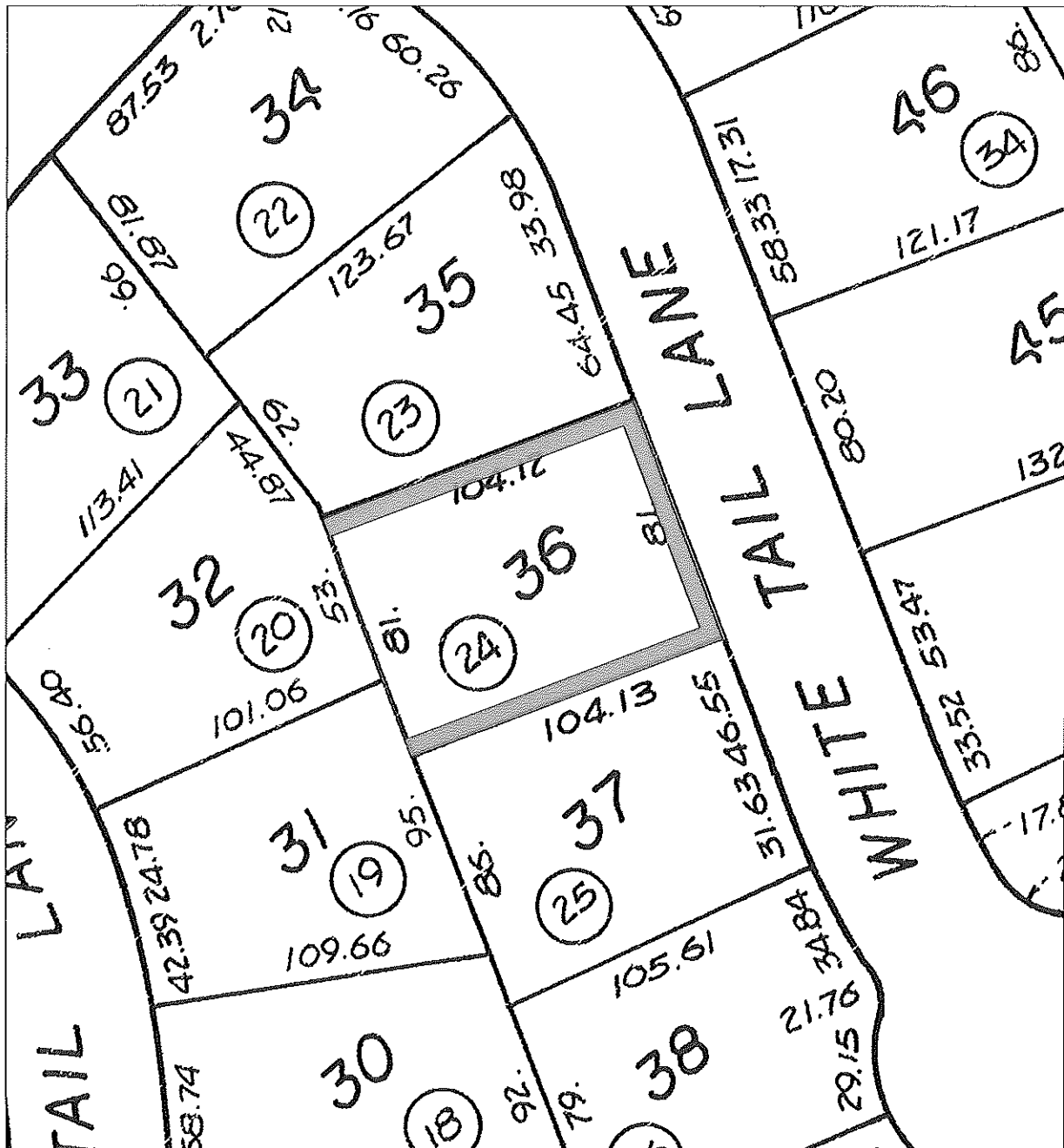
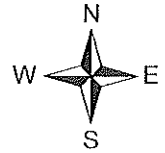
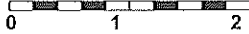
This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of February 7, 2024, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 8 Pages

Standard Scale 1 : 1



LEGEND



Parcel (Fee, Property in Question)



Item No. 7 - Easement for Public Utility
12/19/1979, Book 14, Page 17, of Tract Map
Affects as shown on said map

Old Republic Title Company
200 Clock Tower Place, Suite E100
Carmel, CA 93923
(831) 625-3880 Fax: (831) 625-5609

Title Order No. 0723019493, Preliminary Report Dated as of February 7, 2024

Drawing Date: 02/15/2024

Reference :

Data :

Property: 6 White Tail Lane, Monterey, CA 93940

Assessor's Parcel Nos. : 101-301-024-003

"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon."

Plat Showing the Lot 36, as said Lot is shown on the Map entitled, "Tract No. 892, Deer Flats Park Unit 2", filed December 19, 1979, in the Office of the County Recorder of the County of Monterey, State of California, in Volume 14 of maps, "Clits and Towns", at Page 17.

NOTE: Easements depicted hereon are provided as a courtesy only and no representation is made as to the accuracy or completeness thereof. The Company assumes no liability for any loss occurring by reason of reliance thereon. It is recommended that a survey be obtained from a licensed professional to determine actual locations.

Sheet
1
of
1

Archive #

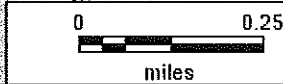
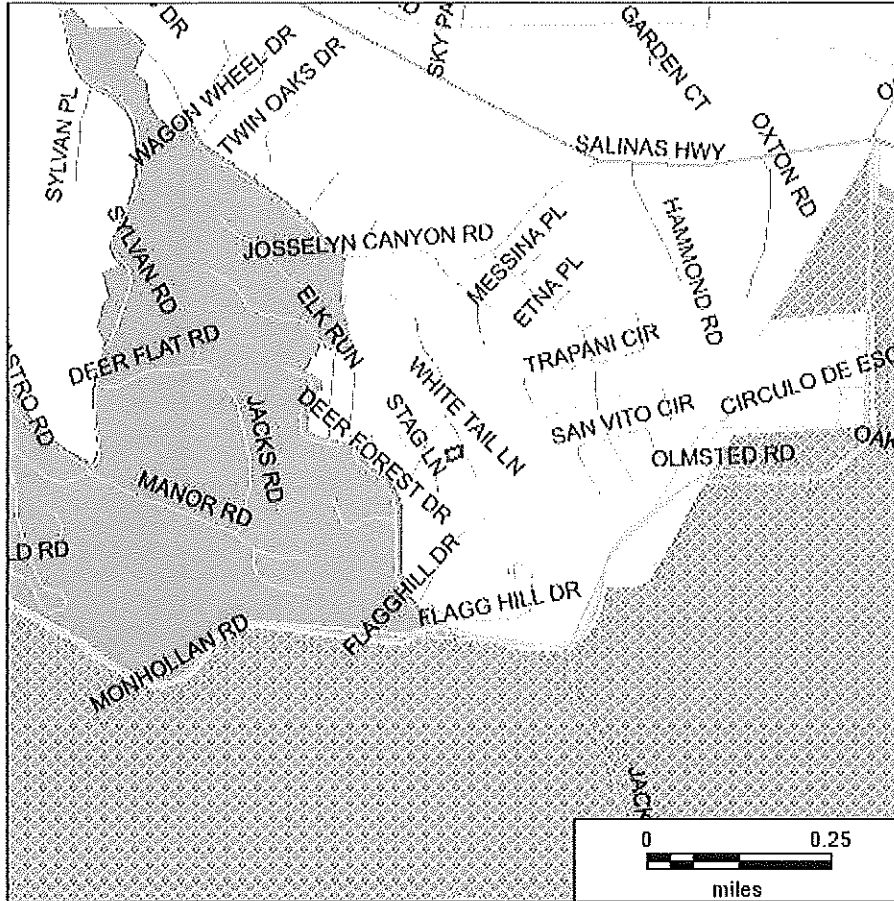


FANrD Residential Resale Property Disclosure Reports
**Map of Statutory Natural Hazards
 For MONTEREY County**

Property Address: 6 WHITE TAIL LN
 MONTEREY, MONTEREY COUNTY, CA 93940
 ("Property")

APN: 101-301-024-000
 Report Date: 03/25/2024
 Report Number: 3291280

Map of Statutory Natural Hazard Zones



□ Subject Property

	Special Flood Hazard Area
	Area of Potential Flooding, Dam Failure
	High or Very High Fire Hazard Severity Zone
	Wildland Area, Substantial Forest Fire Risk
	Earthquake Fault Zone
	Seismic Hazard Zone, Landslide
	Seismic Hazard Zone, Liquefaction

This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.



Prepared For: Pierre and Mary Dube

Property Address: 6 White Tail Ln, Monterey, CA 93940

Inspector: Robert Vierra
Company: RLV Inspection Services
dba WIN Home Inspection Monterey
(831) 637-2194
rvierra@wini.com

Services Included in this Report:
Pre-Listing Inspection



WIN Home Inspection

Pre-Listing Inspection

This report contains confidential information and is supplied solely for use by the client(s) of:

RLV Inspection Services dba WIN Home Inspection Monterey
880 Victory Drive, Hollister, California 95023
(831) 637-2194 monterey.wini.com

Work Order Number: 14901297

Service Date: 2/28/2024

Time: 1:00 PM

Site Address:

6 White Tail Ln, Monterey, CA 93940

For the purpose of this inspection, the Main Entry Door faces: East

Site Information:

Weather: 62 °F - Sunny

Approximate Year Built: 2005

Structure: Single Family - wood frame

Foundation: Concrete Perimeter

Bedrooms: 4

Bathrooms: 2.5

Floors: 2

Occupied: Yes

Approximate Square Footage: 3326

Client:

Name: Pierre and Mary Dube

Address:

Work Phone:

Home Phone:

Mobile Phone:

Email Address:

Client Present at Inspection: No

Buyer's Agent:

Name:

Company:

Address:

,

Phone:

Email:

Seller's Agent:

Name: Brian Butler

Company: Monterey Coast Realty

Address: PO Drawer C

Carmel, CA 93921

Phone: (831) 241-4259

Email: brianb115@gmail.com

Buyer's Agent Present at Inspection: No

Seller's Agent Present at Inspection: Yes

Inspector: *Robert Vierra*
Robert Vierra

RLV Inspection Services
dba WIN Home Inspection Monterey

License / Certification: ASHI #250145

Email: rvierra@wini.com

Notes:

INSPECTION NOTICE

**SUMMARY
SECTION**

Pre-Listing Inspection Summary Report

We have identified various items on the subject structure that either require maintenance now or require periodic maintenance in the normal course of ownership. This is only a summary report and is intended as a guide to be used in both short and long term scheduling of maintenance items. Please read the complete report carefully as additional information and details are contained therein. It is always advisable to use experienced tradespeople or a qualified handyperson when contracting for work that may not be within the scope of your capabilities.

1. Structure Perimeter Exterior - Site Drainage

SUMP PUMP / FRENCH DRAIN

Attention - location

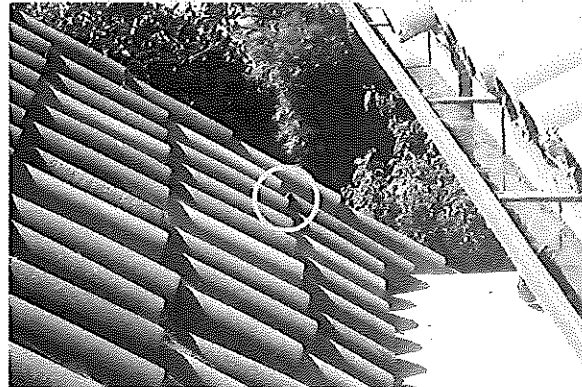
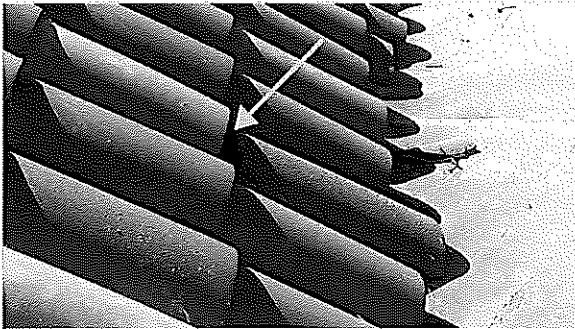
Due to the fact the property is on a sloped grade, water intrusion under and/or against the structure is common without proper grading and drainage. Further investigations may be needed into the prevention of water penetration under the structure. We suggest you monitor the areas around the home for ponding water under or near the structure. We recommend investigation into any current drainage systems or areas of past moisture intrusion or ponding. For modifications or evaluation, contact an appropriate trade.

2. Roof - Cover Material Condition

SEE ATTACHED INVOICE

Attention

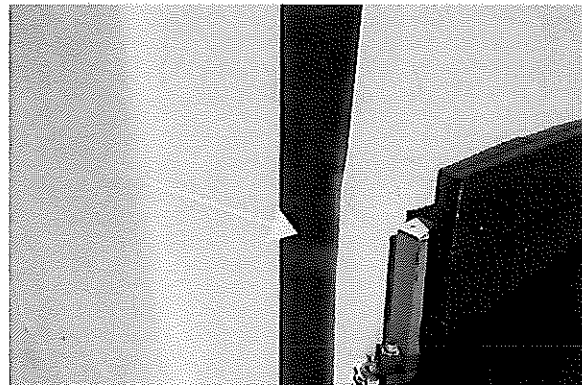
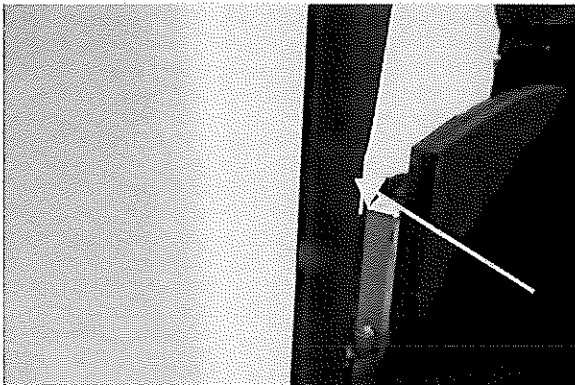
There are at least two slipped tile(s) visible on the rear of the roof surface, which may allow moisture intrusion without proper repair. These type of roof covers can be expensive to repair if issues exist or due to lack of preventative maintenance. It is advised a qualified and experienced roofing contractor provide a detailed inspection of the roof surface, and provide bids of repairs.



3. Roof - Drains/Splash Blocks

Maintenance - damaged downspout

There is a damaged downspout drain at the rear SW corner of the home. Appropriate repairs or modifications are recommended to help move water away from the home.



Pre-Listing Inspection Summary Report

4. Electrical Service - Outlets, Switches, Junction Boxes, Lighting

Attention

-There are worn outlets noted at the structure. As with any other mechanical device in your home, over time, the device will get worn from years of service and require replacement at some point. If a plug-in device, switch or plug feels loose or slides out of the outlet easily, replacement is needed. We recommend further evaluations and repairs as necessary as a preventative safety measure.

5. Other Ext. Entry Doors - Locks

Attention

The right side French door from the kitchen is hard to lock/latch. The door pins do not appear to engage in the door frame. The door lock system may need to be properly adjusted and/or will require maintenance or repairs. Contact a qualified trade for further evaluations and repairs.



6. Other Room(s) - Window(s)

Attention - dual pane(s)

The inspector has at least two windows at the family room area, which have lost the seal or have a defect between the panes of glass. The two left side upper windows display a visible defect. Repairing or replacing the window glass should be considered. We recommend contacting a qualified glass company for an estimate of repairs.



7. Kitchen(s) - Garbage Disposal

Maintenance - not functional

The garbage disposal unit at the center island did not function at the time of the inspection. The unit appears to need repair or replacement. We recommend you contact an appropriate trade for evaluation/repairs.

DISPOSAL WORKS / BUTTON DOES NOT

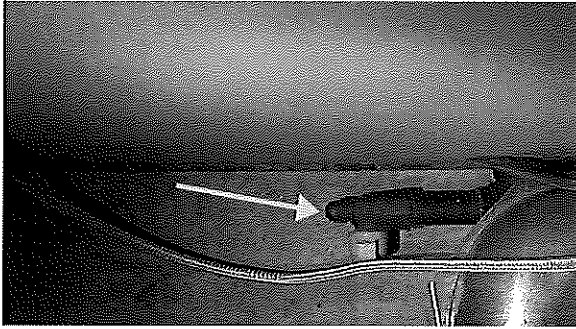
8. Laundry Area - Gas Service

Attention - cap open line

There is a gas line in the laundry area. The gas valve was turned off to the line; however, the end of the gas line was not capped. Installing a proper cap is recommended to prevent a potential leak when not in use.

PLUMBER ADDED CAP

Pre-Listing Inspection Summary Report



9. Bathroom(s)/Washroom(s) - Shower Fixtures
Maintenance

SEE ATTACHED INVOICE

The steam system in the master shower was tested and did not function. The unit is in the process of being repaired, according to the listing agent. Further investigations will be necessary for continued use. We recommend testing the system prior to closing.

10. Bathroom(s)/Washroom(s) - Toilet(s)
Attention - 1 Toilet not Low Flow

SEE ATTACHED INVOICE

This property did not appear to have a 1.28 gpf or less low flow toilet in the master bath at the time of the inspection. The toilet may need to be changed to a 1.28 gpf or less toilet due to current requirements. We suggest you consult with your real estate professional for further information.

11. 1/2 Bathroom - Toilet(s)

Attention- Not Low Flow (1.6)

The 1/2 bathroom did not appear to have a low flush toilet at the time of the inspection. Most areas require a maximum of 1.6 gpf or less to be installed as part of a real estate transaction. The toilet may need to be changed due to local ordinances. We suggest you consult with your real estate agent for further information.



Hawk Plumbing

P.O. Box 1650
Carmel Valley, CA 93924
Phone # 831-277-8408
Fax # 831-583-9550
CAL. LIC. #949825
E-mail Dustin7777@att.net

Invoice

Zipcode	Date	Invoice #
93940	3/14/24	1562

Bill To
Brian Butler Monterey Coast Realty P.O. Drawer C Carmel by the Sea, CA 93921

Job Address
R&R 1.68 gallon Toilets 6 White Tail Lane Monterey, CA 93940

P.O. No.	Terms
Contract	Upon Completion o...
Description	Amount
Plumbing 03-13-24 Removed (2) 1.68 Gallon Toilets and Replaced with (2) 1.28 Gallon Toilets. Materials , Disposal Fee's , Labor	1,400.00 0.00

ALL ACCOUNTS ARE DUE AND PAYABLE UPON RECEIPT. A FINANCE CHARGE OF 2% PER MONTH (24% APR) WILLBE APPLIED TO PREVIOUS BALANCE OF ALL PAST DUE ACCOUNTS. ALL REASONABLE LEGAL FEES TO BE PAID BY DEFENDANT IN ANY COURT ACTION.

Total	\$1,400.00
Payments/Credits	\$0.00
Balance Due	\$1,400.00

PROPOSAL

PROPOSAL
NUMBER

P225286

WORK ORDER
NUMBER

M10541

COAST COUNTIES GLASS, INC.

4 UPPER RAGSDALE DR., MONTEREY, CA 93940

LICENSE #170560 -- DIR #1000421264 -- PH (831) 649-4444 -- FAX (831) 649-3531

- WWW.COASTCOUNTIESGLASS.NET --

To:

Mary Dube

Work At:

6 White Tail Ln
Monterey, CA 93940

Attention: Brian

Phone: 831-241-4259

Email: brianb115@gmail.com

DESCRIPTION OF WORK:

Furnish and install two (2) 1" Low-E insulated annealed replacement glass units.

\$2,280.00

2-3 weeks

TOTAL

TERMS: ALL APPLICABLE TAXES INCLUDED

- 1) SPECIAL ORDERS MAY NOT BE CANCELED, ALTERED OR RETURNED. DEPOSITS ARE NOT REFUNDABLE
- 2) WE ARE NOT RESPONSIBLE FOR DELAYS BEYOND OUR CONTROL
- 3) PRICE IS VALID FOR 30 DAYS, UNLESS OTHERWISE NOTED
- 4) INSULATED GLASS IS SUBJECT TO TERMS AND CONDITIONS OF MANUFACTURERS' LIMITED WARRANTY
- 5) WE ASSUME NO RESPONSIBILITY FOR PUTTY FAILURE.
- 6) WE ARE NOT RESPONSIBLE FOR REPLACING WOOD STOPS, PAINTING, STUCCO REPAIR OR ROOF SURFACE DAMAGE WHICH MAY OCCUR DURING PRODUCT INSTALLATION
- 7) WE DO NOT CLEAN GLASS OR RELATED SURFACES. UPON COMPLETION OF INSTALLATION, WE ASSUME NO RESPONSIBILITY FOR STAINS, CORROSION, OR THE FORMATION OF CONDENSATION ON GLASS SURFACES
- 8) OPENINGS FOR INSTALLATION OF PRODUCTS FURNISHED BY COAST COUNTIES GLASS SHALL BE PROPERLY PREPARED
- 9) SHOULD YOU ACCEPT THIS CONTRACT, IT IS UNDERSTOOD THAT THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL PREVAIL OVER ANY OTHER CONTRACT YOU REQUEST US TO SIGN. IN THE EVENT OF A DISPUTE OVER THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES. THE COUNTY OF MONTEREY SHALL BE THE EXCLUSIVE VENUE FOR ALL PROCEEDINGS INVOLVING THIS CONTRACT.
- 10) PAST DUE ACCOUNTS ARE SUBJECT TO MONTHLY SERVICE CHARGE.

TERMS: 50% DUE PRIOR TO ORDER/ BALANCE DUE UPON COMPLETION. CREDIT CARD FEE of 3% ON ALL SALES.

PROPOSAL PREPARED BY: Chris

DATE PREPARED: 3/27/2024

ACCEPTED: _____

DATE: _____