

**BUYER DOES NOT NEED TO
SIGN/SUBMIT THE ATTACHED
DISCLOSURES WITH THE
PURCHASE AGREEMENT; THEY
ARE PROVIDED HEREIN FOR
INFORMATIONAL PURPOSES
ONLY TO BE REVIEWED BY
BUYER PRIOR TO MAKING AN
OFFER ON THE PROPERTY**



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

This property is a duplex, triplex 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 San Diego
COUNTY OF San Diego, STATE OF CALIFORNIA,
DESCRIBED AS 1441 9th Avenue #803, San Diego, CA 92101

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 4/23/26. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: _____

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

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

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

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)

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 TDS REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____

Seller's Initials JL DE



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

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

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

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

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

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

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

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

- 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: Seth M. Cohen Date: 4/23/2026
Seller: Danielle L. Everett Date: 4/23/2026

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 ACCIDENT SOLDAS IN COMPLIANCE TDS, STG & FHD

Agent (Broker Representing Seller) Berkshire Hathaway HomeServices (Please Print)
By [Signature] Date 4/23/2026
(Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

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

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

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

Seller Seth M Cohen Date 4/23/2026
Seller Danielle L Everett Date 4/23/2026
Buyer
Buyer

Agent (Broker Representing Seller) Berkshire Hathaway HomeServices (Please Print)
By [Signature] Date 4/23/2026
(Associate Licensee or Broker Signature)
Agent (Broker Obtaining the Offer) (Please Print)
By (Associate Licensee or Broker Signature) Date

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

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

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SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/25)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 1441 9th Avenue #803, Assessor's Parcel No. 534-042-13-76, situated in San Diego, County of San Diego California ("Property").

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

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

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

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** ARE YOU (SELLER) AWARE OF...

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller Yes No

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

Explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** ARE YOU (SELLER) AWARE OF...

A. Within the last 3 years, the death of an occupant of the Property upon the Property Yes No (Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)

B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) Yes No

C. The release of an illegal controlled substance on or beneath the Property Yes No

D. Whether the Property is located in or adjacent to an "industrial use" zone Yes No (In general, a zone or district allowing manufacturing, commercial or airport uses.)

E. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No

F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) Yes No

G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see paragraph 14 for more disclosures) Yes No

H. Insurance claims affecting the Property within the past 5 years Yes No

I. Matters affecting title of the Property Yes No

J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No

K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums Yes No (See C.A.R. Form WBSA for more information)



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

L. 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? DW/REFCIG/MICRO Yes No
C. Ongoing or recurring maintenance on the Property LIGHT FIXTURE, NEST THERMO, PBR FAUCETS (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 COE 11/1/2024 Yes No
E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... Yes No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) Yes No
(2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No
F. Whether you acquired the property within 18 months of accepting an offer to sell it..... Yes No
(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... Yes No

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

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

Explanation, or (if checked) see attached:

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

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

Explanation:

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property Yes No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... Yes No
If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation:

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

Explanation:



11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above

Explanation:

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

Explanation:

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property
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:

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

ARE YOU (SELLER) AWARE OF...

- A. Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision.
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: * TWICE PER YEAR



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 waste. [X] 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 [X] 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 [X] 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 [X] No
C. Existing or contemplated building or use moratoria that apply to or could affect the Property [] Yes [X] No
D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane [] Yes [X] No
E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property [] Yes [X] No
F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals [] Yes [X] No
G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed [] Yes [X] No
H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property [] Yes [X] No
I. Whether the Property is historically designated or falls within an existing or proposed Historic District [] Yes [X] No
J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies [] Yes [X] No
K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property [] Yes [X] 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 [X] No
B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device [] Yes [X] No
C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth [] Yes [X] No
D. Whether the Property was originally constructed as a Manufactured or Mobile home [] Yes [X] No
E. Whether the property is tenant occupied [] Yes [X] No
F. Whether the Property was previously tenant occupied even if vacant now [] Yes [X] No
If yes, disclose if you know the method or manner of how the tenancy ended.
Explanation: _____

19. MATERIAL FACTS:
A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer [] Yes [X] No
B. [] (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.
Explanation: _____

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

Seller _____ Date 4/23/2026
Seller _____ Danielle L Everett Date 4/23/2026

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

Buyer _____ Date _____
Buyer _____ Date _____

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PARKING AND STORAGE DISCLOSURE

(C.A.R. Form PSD, Revised 6/23)

This disclosure is made in connection with the Purchase Agreement or other RLA ("Agreement"), dated 04/23/2026, on property known as 1441 9th Avenue #803 ("Property") between _____ ("Buyer/Tenant") and Seth M Cohen, Danielle L Everett ("Seller/Housing Provider")

If applicable, Seller has been using parking space # 119 Parking is **not** intended to be included with the Property. If applicable, Seller has been using storage space # 40 Separate storage is **not** intended to be included with the Property. SPACE #119 IS TANDUM

This is a disclosure only. Right to parking or storage, if any, is determined by the Agreement, and if Property is in a planned development or covered by a Home Owner Association, the governing documents.

- Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space(s) may not accommodate Buyer's/Tenant's needs. Seller/Housing Provider and Broker(s) do not warrant that such space(s) or storage areas are suitable for Buyer/Tenant's intended use or meet any minimum requirements.
- If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces. However, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. There may be differences between the descriptions in the governing documents and the actual size, shape, numbering, location and accessibility of the parking spaces and storage areas and between what is assigned and what is being used.
- Seller/Housing Provider further discloses the following: _____

Seller/Housing Provider [Signature] **Seth M Cohen** Date: 4/23/2026
 Seller/Housing Provider [Signature] **Danielle L Everett** Date: 4/23/2026

- 4. Buyer/Tenant acknowledges that Buyer/Tenant has:**
- Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
 - Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Housing Provider;
 - Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
 - Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space;
 - Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
 - Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Buyer/Tenant _____ Date _____
Buyer/Tenant _____ Date _____

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



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