



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
Pittsburg, COUNTY OF Contra Costa, STATE OF CALIFORNIA,
DESCRIBED AS 2270 Bayberry Cir, Pittsburg, CA 94565

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 02-03-2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
Additional inspection reports or disclosures:
Seller may have obtained a limited number of third-party inspections that will be supplied to Buyer at buyers request if available.
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 occupying the property.

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

- Range/Cooktop, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Number Remote Controls, Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater: Gas, Solar, Electric, Water Heater: Gas, Solar, Electric, Water Supply: City, Well, Private Utility or Other, Gas Supply: Utility, Bottled (Tank), Window Screens, Window Security Bars, Quick Release Mechanism on Bedroom Windows, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in 220 Volt Wiring in Fireplace(s) in Living room
Gas Starter Roof(s): Type: Tile Age: Unknown (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):

List of items in the home may not be complete. Any items remaining in home at time of sale will be left. Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

(\*see note on page 2)



Property Address: 2270 Bayberry Cir, Pittsburg, CA 94565 Date: 02-03-2026

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
- (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).)**
- 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.): Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

**2) Shared fence line with adjoining house.**

- 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 Brad Bonney Authorized signer on behalf of \_\_\_\_\_ Date 02-03-2026  
Opendoor Property Trust I

Seller \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 2270 Bayberry Cir, Pittsburg, CA 94565 Date: 02-03-2026

**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 (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-03-2026  
(Please Print) (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) \_\_\_\_\_ 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 Brad Bonney Date 02-03-2026 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Authorized signer on behalf of

Seller Opendoor Property Trust I Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Opendoor Brokerage Inc. By Melissa Westfall Date 02-03-2026  
(Please Print) (Associate Licensee or Broker Signature)

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.**

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SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/24)

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 2270 Bayberry Cir, Pittsburg, CA 94565, Assessor's Parcel No. 093-252-005-9 situated in Pittsburg County of Contra Costa 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.
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.
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.
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.

- 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
H. Insurance claims affecting the Property within the past 5 years
I. Matters affecting title of the Property
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3
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

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Buyer's Initials

Seller's Initials BB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



Property Address: 2270 Bayberry Cir, Pittsburg, CA 94565

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No  
Explanation, or  (if checked) see attached; **J) Seller has not inspected for plumbing fixtures, buyer should verify compliance per local codes.**

**7. REPAIRS AND ALTERATIONS:**

**ARE YOU (SELLER) AWARE OF...**

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes  No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .....  Yes  No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes  No
- D. Any part of the Property being painted within the past 12 months .....  Yes  No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank).....  Yes  No
  - (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) .....  Yes  No
  - (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule .....  Yes  No
- F. Whether you purchased 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

Explanation, or  (if checked) see attached: \_\_\_\_\_

**D) Exterior and Interior painting done for the property. F) See attached renovation summary.**

**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: \_\_\_\_\_ **A) See additional sheet.**

**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 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.)
- 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

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Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials BB

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)**

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

New Forms



Property Address: 2270 Bayberry Cir, Pittsburg, CA 94565

C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood .....  Yes  No  
Explanation: A) See additional sheet.

**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: B/D) Pest Inspection done for the property by Centralized Purchasing - NATL in January 2026.

**12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** **ARE YOU (SELLER) AWARE OF...**  
A. Surveys, easements, encroachments or boundary disputes .....  Yes  No  
B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.....  Yes  No  
C. Use of any neighboring property by you .....  Yes  No  
Explanation: \_\_\_\_\_

**13. LANDSCAPING, POOL AND SPA:** **ARE YOU (SELLER) AWARE OF...**  
A. Diseases or infestations affecting trees, plants or vegetation on or near the Property .....  Yes  No  
B. Operational sprinklers on the Property .....  Yes  No  
(1) If yes, are they  automatic or  manually operated.  
(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system  Yes  No  
C. A pool heater on the Property .....  Yes  No  
If yes, is it operational? .....  Yes  No  
D. A spa heater on the Property .....  Yes  No  
If yes, is it operational? .....  Yes  No  
E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired .....  Yes  No  
Explanation: 13B (1) & (2) Unknown. Seller has never occupied the property; the buyer should have their own inspection to confirm.

**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....  Yes  No  
B. Any Homeowners' Association (HOA) which has any authority over the subject property.....  Yes  No  
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) .....  Yes  No  
D. CC&R's or other deed restrictions or obligations .....  Yes  No  
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property .....  Yes  No  
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property .....  Yes  No  
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement .....  Yes  No  
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee .....  Yes  No  
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 .....  Yes  No  
B. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No  
C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .....  Yes  No  
D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property.....  Yes  No  
E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not .....  Yes  No  
F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity .....  Yes  No  
G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property .....  Yes  No  
H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill .....  Yes  No

SPQ REVISED 12/24 (PAGE 3 OF 4) Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials BB!

**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)**



Property Address: 2270 Bayberry Cir, Pittsburg, CA 94565  
Explanation: D) Shared fence line with adjoining house.

**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. Whether the property is tenant occupied .....  Yes  No  
E. Whether the Property was previously tenant occupied even if vacant now .....  Yes  No  
If yes, disclose if you know the method or manner of how the tenancy ended.  
Explanation: \_\_\_\_\_

**19. MATERIAL FACTS:**  
A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer .....  Yes  No  
B.  (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.  
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 Brad Bonney Authorized signer on behalf of Opendoor Property Trust I Date 02-03-2026  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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

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

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# Opendoor

Information on permits (if any) may be obtained from the contractor.

2270 Bayberry Cir, Pittsburg, CA 94565

Description	Contractor	Contractor Information
<p>Repainted 2 coats of paint to the bathroom cabinet doors, interiors and box faces (complete). Reglazed countertop and bathtub plus surroundings. Exterior and Interior painting done for the property. Replaced 16 sets of interior door hardware, including door knobs, hinges, strike plates, and door stoppers. Replaced 11 mismatched/dated ceiling light fixtures with modern LED flush-mount moonlights. Replaced 18 outdated recessed lights with new white LED recessed fixtures with white lenses. Replaced 70 mismatched outlets and switches with new Leviton switches and outlets. Reglazed kitchen counter and backsplash in white. Installed a new pre-hung 2-6 6 panel interior door.</p>	<p>DNM Construction Inc - SFO</p>	<p>DNM Construction Inc - SFO dnmconstruction1990@gmail.com (909) 587-8409</p>
<p>Installed the carpet and LVP flooring.</p>	<p>Impact Property Solutions (formerly Interior Logic Group) - SFO-S</p>	<p>Impact Property Solutions (formerly Interior Logic Group) - SFO-S ps.natact@interiorlogicgroup.com (503) 433-2972</p>

# Opendoor

<p>General Inspection done for the property.</p>	<p>AM3 Home Inspection - SFO-S</p>	<p>AM3 Home Inspection - SFO-S am3homeinspection@gmail.com (510) 631-4056</p>
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2270 Bayberry Cir, Pittsburg, CA 94565 - Additional sheet.

Section 8 A)

Door : Installed a new pre-hung 2-6 6 panel interior door. Repaired the front door. Installed a new 6-0 bi-fold flush panel interior doors.

Plumbing : Repaired the exterior water main line with significant corrosion at shutoff. Installed the garbage disposal.

Electrical : Replaced the battery-operated smoke/CO detector.

Appliances : Replaced the electrical range. Replaced the dishwasher.

Floors : For informational purposes only – Seller installed new carpets in stairs, upstairs hallway, and bedrooms and installed LVP in bathrooms and other wet areas before sale.

Section 10 A)

Previous seller disclosed a prior water leak that caused visible mold in the laundry room and master bedroom; the leak has since been repaired, and no active leakage is currently known details - unknown.

previous seller disclosed that leaks at the master bathroom, laundry, and kitchen faucets were repaired. In August 2025, the tenant reported a high water bill; the county water department inspected the property and found no active leaks. The tenant later arranged for a handyman to repair the master bedroom toilet and replace the kitchen faucet, and also reported a front yard sprinkler leak, which was turned off details - unknown.

Seller has never occupied this property. Seller encourages Buyer to have their own inspections performed and verify all information relating to this property.

Buyer is aware that the security system does not convey with sale of the home. Electronic Locksets, Kwikset 914 (or similar, present and in place) will be removed and replaced with a standard lock prior to the close of escrow

This seller disclosure was revised on 01-30-2026

**CONTRA COSTA COUNTY  
DISCLOSURES AND DISCLAIMERS ADVISORY**  
*(This form is intended for use with the California Association of REALTORS®  
form "Statewide Buyer and Seller Advisory")*

This Advisory is for use in Contra Costa County. Please read it carefully along with any local  
Advisories or local disclosures and Seller or Agent Disclosures relating to the Property.

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**INTRODUCTION**

This Advisory provides general information about buying and selling real property in Contra Costa County and is effective as of April 2024. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm Buyers and Sellers. Although this Advisory does not limit any legal duty of real estate brokers, it does point out some limitations on real estate brokers' duties. This Advisory is designed to be used in conjunction with the California Association of REALTORS® Statewide Buyer Seller Advisory to explain that when transferring something as important and valuable as real estate, Buyers and Sellers have a legal responsibility to protect themselves by taking the actions recommended in this Advisory. Buyers should not just rely on real estate brokers or Sellers as sources for all information. When Buyers have questions, doubts or concerns, they should conduct their own Investigation with their own chosen professionals.

For more information about Contra Costa County, go online at: <http://www.co.contra-costa.ca.us/> The information in this Advisory may change over time, including, but not limited to, website references, and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future use, sale, purchase, ownership and/or development of the Property.

- Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Sellers should conduct a diligent search of their documents to determine if they have any reports, disclosures, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.
- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Real Estate Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced in this Advisory to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability or development of the Property. That investigation should take place prior to the Buyer's removal or waiver of any inspection/investigation contingency. Buyers are urged to:
  - Carefully read the information contained in all advisories, pamphlets, disclosures, inspections, and/or reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in the documents received by Buyers from any source.
  - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers. Viewing videos, virtual tours and other on-line sources is not a good substitute for visiting the actual Property in person and observing the location of the Property.
- Buyers need to inquire into any additional matters (beyond those in this Advisory) to the extent that those additional issues affect the Buyers' determination of the use, value, desirability or development of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract or other factors such as Homeowners' Association requirements.
- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchase and sale contracts. Given Buyers' legal duty to exercise reasonable care to protect themselves regarding facts that are known to them or within their diligent attention or observation, Buyers are urged to investigate, without limitation, the items listed in this Advisory as well as the condition of the foundation, roof, plumbing, heating air conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other aspects of the property prior to removing any contingencies, if any.

## A. MARKET CONDITIONS ADVISORY

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

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

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

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

## B. GENERAL PROPERTY ADVISORIES

- 1. EXISTING HOUSING STOCK:** Many properties have been built under different building codes and may not accommodate current or future personal property items such as electric cars. Regardless of its age, Buyers should have the Property inspected by a competent property inspector and obtain additional inspections recommended in any inspection report, or as may be necessary for Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.
- 2. FLOORS AND WALLS:** The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, and furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If Buyers wish to determine the condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of the Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.
- 3. TEMPERED GLASS:** Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyers are advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing any inspection/investigation contingency. Buyers should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

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

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1st through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org). The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. **SQUARE FOOTAGE AND LOT SIZE:** Different sources of size information often provide different square footage or lot size numbers for a property. Public records may be, and often are, inaccurate and there are frequently discrepancies in the advertised sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, MLS and others that are provided to Buyers are not, and will not be, verified by Sellers or the real estate agents. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or the real estate Brokers. **If the square footage or lot size of the property is an important consideration in Buyers' decision to purchase the Property and/or how much Buyers are willing to pay for the Property, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data.**
6. **FENCE MAINTENANCE:** If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.
7. **TREES AND VEGETATION: Protected Trees.** Most cities have an ordinance that requires property owners to obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code of each city. Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

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

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

and Buyer is encouraged to review the Municipal Code during their inspection period.

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

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

For example, the City of Orinda has enacted ordinances (a) making creek maintenance the responsibility of the owner on commencing any work in, over or near a river, levee, creek or culvert whose property the creek or watercourse is located; and (b) providing for storm water pollution prevention measures. Buyers need to review local ordinances and maps with their own experts regarding these issues and before commencing any work in, over or near a creek or culvert.

9. **FLOOD MAPPING:** Flood maps and flood designations for all properties may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Rising sea levels may also have an impact on future flooding. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in an NHD report, will experience annual premium increases which could be as much as 18% to 25% per year. For further details regarding any specific Property, go to: <https://www.floodsmart.gov/floodsmart/> or <http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments>
10. **ENVIRONMENTAL MAPPING:** Some of the third-party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures and maps may be available.
11. **WILDFIRE HAZARDS:** Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing permits and/or for authorizing rebuilding efforts; availability of insurance and/or utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. Buyers should investigate all wildfire related issues to determine what impact, if any, those issues may have on Buyer's current and future use or development of the Property during any investigation contingency.

Property located in a High and Very High Fire Hazard Severity Zone may be subject to CalFire building and use restrictions which can impact the rebuilding, renovation and/or expansion of existing structures and the building of new structures. Brokers have no expertise on these issues and thus Buyer should investigate with Buyer's own construction, architectural and development experts prior to removing any investigation contingency.

12. **UNDERGROUND STORAGE TANKS (UST):** Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the Property's furnace. Virtually all of the old furnaces have been replaced; however, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in this state. The licensing, inspection and regulation of UST's in residential application are currently exempt as long as the tank is less than 750 gallons and was used for fuel oil only. There is no guarantee that the Property would be exempt from abatement if a UST is discovered. Each municipality has different regulations concerning UST's that may include removal and soil clean-up of any toxic material that may have leaked from the tank. Buyers and Sellers are advised to speak directly to the Public Works Department, Building Department and/or Fire Department in the pertinent city concerning specific regulations affecting UST's.
13. **CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS & HOMEOWNERS' ASSOCIATIONS:** If the Property is in a Common Interest Development ("CID"), the Seller should request that the Homeowners'

Association (HOA) provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525. It is strongly recommended that Buyers receive the current HOA documents directly from the HOA rather than from any online service or from an earlier transaction. Although Sellers can legally provide their own copies of the required documents, the best practice is to have the HOA provide the documents so that Buyers receive the most current information.

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

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

Any changes or improvements to a unit generally require some form of review and approval by the HOA. The HOA may impose significant restrictions on any changes, especially those which impact the common area(s). Those restrictions may include imposing maintenance obligations and/or indemnification requirements in case of damage during installation. Buyers should carefully review all HOA documents and determine the impact of those restrictions, during the contingency period, if they intend to make changes including but not limited to those which involve adding solar energy systems onto common area roofs or adding special equipment for televisions and other electronic equipment. Another example is that HOA often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets due to noise and other factors. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyers' intended purposes. Buyers should also determine whether or not the Property meets Buyers' subjective personal preferences. Buyers should keep in mind that HOA governing documents can change over time (by board action, the member approval process and/or court action) thus there is no guarantee that the Buyers' future intended uses will be allowed. See also **Paragraphs 36 & 37** regarding long-term and short-term rental issues.

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

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

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

Effective January 1, 2017, owners of a single interest in a common interest development will be required to provide annual notification to the HOA of their contact information.

If EBMUD provides sewer and water services to an HOA, EBMUD is imposing certain requirements on those HOAs that are legally responsible for maintaining the sewers. This obligation must be dealt with by the HOA before July 2021. Agents and Brokers have not and will not investigate or otherwise verify whether the HOA is or will be in compliance. Buyers should investigate directly with the HOA as to whether or not the HOA is subject to this requirement and/or whether the HOA has filed the requisite Statement of Responsibility with EBMUD and/or what steps the HOA is taking to ensure that it is in compliance. See also **Paragraph 44**.

- 14. PLASTIC PIPE:** Builders in the Contra Costa County area may have used PEX water pipes in constructing homes. This type of pipe, manufactured under the name of KITEC®, has been alleged in a class action lawsuit to be faulty and a settlement of that suit has been reached. Buyers should investigate the presence of such pipes prior to removing their inspection/investigation contingency. For additional information about this product and any litigation, go to: <http://www.kitecsettlement.com/faq.cfm>
- 15. INSURANCE & C.L.U.E. REPORTS OF INSURANCE CLAIMS:** Buyers should investigate the availability and cost of insurance coverage for the Property they are buying. As part of that investigation, Buyers should ascertain if their chosen insurance company will require certain retrofit repairs, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyers on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyers. Buyers should investigate these matters thoroughly prior to removing their inspection/investigation contingency.

Standard real estate purchase agreement forms require Sellers to provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Natural Hazards Disclosure Statement ("NHDS") Reports had included a report used by insurance companies called C.L.U.E., but NHDS Reports no longer include those reports. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. For the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to: [https://personalreports.lexisnexis.com/homesellers\\_disclosure\\_report/agent.jsp](https://personalreports.lexisnexis.com/homesellers_disclosure_report/agent.jsp) and create an account that will enable the Sellers to order a C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also include in their purchase contract an obligation for Sellers to provide them with a C.L.U.E. report.

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

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

- 17. PROBATE SALES AND COURT CONFIRMATION:** An executor or administrator (the "Representative") of a probate estate may sell estate property if it is in the best interests of the estate to do so. The sale of estate real property is typically subject to Probate Court Confirmation. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell without court supervision or approval under IAEA is not absolute

and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary.

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

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

- 18. SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify in the TDS that the Property has (or will have prior to Close of Escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards, including installation of alarms with 10-year batteries in all bedrooms before finalizing any permitted contracting work costing \$1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliances, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building.
- 19. WATER HEATERS:** Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.
- 20. ANIMALS:** The past or present existence of animals anywhere on the property may be a red flag of damage or other problems. Animal urine and feces can damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted, or other requirements such as spaying or neutering. Buyers should investigate whether Homeowner and Common Interest Associations have imposed restrictions on animals. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

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

- 21. ARCHITECTURAL & CONSTRUCTION PLANS:** Property owners often have architectural/ construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and

even if they are on file with the local planning department. In most situations, Sellers's contracts with the architect specify that the plans remain the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly for authorization to use that material.

## C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES

22. **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.
23. **EXPANSIVE SOILS:** Some parts of the Contra Costa area have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.
24. **HIGH WATER TABLES:** Some parts of Contra Costa County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high-water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

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

25. **WET WEATHER CONDITIONS:** At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire.
26. **CLIMATE CONDITIONS:** Contra Costa County has several micro climates. Buyers are advised that some of these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of siding or roof shingles, water intrusion, and other problems, are not uncommon and require regular maintenance. In particular, properties located near sources of water, such as the Bay, rivers and streams may require additional, more thorough maintenance. Buyers are advised to fully investigate these conditions and to determine for themselves the cost of any increased maintenance and repairs that may be needed for any Property located in these areas.
27. **PERMIT ISSUES:** An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. In some cities, there may be a lower standard applied in those circumstances where the property owner is obtaining the permits, as opposed to a contractor doing so. Obtaining and finalizing permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples include but are not limited to water conserving plumbing fixtures and safety devices to prevent drowning of small children in pools and spas. See **Paragraphs 32 and 33.**
28. **NONCONFORMING USES, ROOMS, ALTERATIONS OR ADDITIONS:** Any rooms, alterations or additions to the Property which were done without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit and construction costs, and other expenses to bring into

conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to Seller's ownership of the Property. Real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. Thus, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies.

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

See, for example, **Paragraph 54**

- 30. UNDERGROUND UTILITIES:** Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set-up costs for the individual homeowners. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company ("PG&E").
- 31. CRIME:** The existence of crime is a fact of urban and suburban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever-changing nature of the statistics and information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection/investigation contingency.
- 32. WATER-CONSERVING PLUMBING FIXTURES:** Existing law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are "noncompliant" by certain dates, as discussed here. A **noncompliant plumbing fixture** means: (1) any toilet manufactured to use more than 1.6 gallons of water

per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet that emits more than 2.2 gallons of water per minute. There are various dates for compliance:

**SINGLE-FAMILY RESIDENCES: Effective January 1, 2017, all single-family residences built prior to January 1, 1994 must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.**

**Sellers need to disclose to Buyers, in either the Seller Property Questionnaire (SPQ) or the Exempt Seller Disclosure (ESD) form, if Sellers are aware of whether the Property has any noncompliant plumbing fixtures.** If Sellers answer “No” to that question, Buyers should not assume that the Property is fully compliant since a “No” response may merely mean that Sellers are unaware or are uncertain as to whether any such fixtures are noncompliant. For this reason, as a part of their property inspection of Properties subject to this law, Buyers are urged to have all plumbing fixtures inspected by a qualified professional to determine whether all plumbing fixtures are actually compliant with this law. Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of the water-conserving plumbing fixtures retrofit.

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

- 33. POOL AND SPA SAFETY:** All home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. No one can agree to waive this requirement if there is a home inspection report. Real estate professionals are not obligated to and are not qualified to determine if the Property meets current safety requirements.

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

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

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

Some cities have imposed or are contemplating imposing an annual tax on vacant property. Vacant land and developments are subject to imposition of different fees in different jurisdictions, usually based upon the length of time the land is left vacant. Unpaid fees can become a lien on the property. Buyers should determine the extent of any unpaid fees and other restrictions by contacting the relevant city. Real estate brokers and agents are not qualified to make these determinations.

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

When rental properties are offered to the public, the owner and real estate agent must act in compliance with all Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential tenants

with service/companion animals. Landlords/Housing Providers are required under Fair Housing laws to provide a "reasonable accommodation" for tenants with disabilities; in the case of tenants with disabilities, this includes allowing the tenant to occupy the rented residence with the service/companion animal. The landlord/housing provider may not charge a "pet deposit" or otherwise charge the tenant for the service/companion animal in any manner different from a tenant without such an animal. Any property owner renting their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

HUD has issued guidelines for housing providers, landlords/housing providers and property managers in the use of criminal records in tenant selection, and when that use may be a Fair Housing violation. While it is still legal to take into consideration a criminal record of a prospective tenant in approving an application, the blanket use of criminal records to refuse to rent can be a Fair Housing violation. And the discrimination does not have to be intentional. The violation can occur if the effect of the use of criminal records results in a "disparate impact" on protected classes. Landlords/housing providers are urged to consult with a qualified local landlord tenant attorney regarding the use of criminal records in tenant selection. To access the article, go to: [https://portal.hud.gov/hudportal/documents/huddoc?id=HUD\\_OGCGuidAppFHASandCR.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=HUD_OGCGuidAppFHASandCR.pdf).

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

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

Landlords/Housing Providers must provide various disclosures and advisories to Tenants and comply with state and local Landlord-Tenant regulations. For example, commencing July 1, 2020, Landlords/Housing Providers must disclose, in writing, if the Property is exempt from the Just Cause Eviction requirements. Other statewide Landlord/Housing Providers notice requirements include, but are not limited to, providing Tenants with a statutory flood hazard disclosure and a bedbug notice to all Tenants. Landlords/Housing Providers must also comply with other regulations to eradicate bedbugs. Sellers and Buyers of tenant-occupied property should consult with their own Local Landlord-Tenant Attorney to determine the legal viability of entering into an agreement that the Property shall be vacant prior to the Close of Escrow.

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

Buyers who intend to use some portion or all of the Property for any type of rental purposes should contact the relevant City or County to ascertain all governmental requirements that may impact the ability to use the Property for rental purposes, including but not limited to any rent control or eviction requirements and/or any special permits, inspections, retrofit or disclosure obligations, prior to removing any inspection contingencies. See, for example, **Paragraph 56**.

**NOTE: Brokers are not qualified to provide legal advice and they are not qualified to determine which Landlord-Tenant laws apply to any given Property or Tenancy.**

**37. SHORT-TERM & VACATION RENTAL:** With the increased popularity of short-term and vacation rental services and websites such as Airbnb and VRBO, various local governmental entities and homeowner associations ("HOA") have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their property on either a short-term or long-term basis. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, types of uses, parking requirements and noise restriction. Renting out one's property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&R's"). In some areas the HOA and/or governmental entities are classifying short-term and

vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&R's and/or requires approval of a home occupation permit from the local governmental entity.

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

- 38. PUBLIC SERVICES:** Public services (schools, fire, law enforcement, emergency response, etc.) may have been impacted by financial difficulties which can lead to changes in the level of service. In addition, each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, Brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. If Buyers have any concerns regarding the quality and/or financial viability of public services, Buyers should investigate to their satisfaction prior to removing any applicable contingencies.
- 39. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** The Real Estate Transfer Disclosure Statement ("TDS") requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one-year warranty from the Builder and Builders may provide "enhanced protection agreements" which may extend the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to provide advice on these matters.
- 40. AFFORDABLE HOUSING - CHANGED NEIGHBORHOODS:** Many cities are studying how to add residential units and "affordable housing" within their jurisdictions so as to comply with state and local legal requirements; some cities are in litigation relating to mandatory affordable housing issues, and others have already implemented affordable housing plans. As a result of recent revisions to state laws, there is a possibility that multi-family units and/or Accessory Dwelling Units ("ADUs") may be added to existing properties within single-family housing developments which may change the character and appearance of some neighborhoods. For more information about what any particular city is doing in regard to this topic, go to that city's website which is listed in this Advisory. Brokers do not have expertise on the issues addressed in this paragraph.
- 41. PRIVATE ROADS:** If the property is accessed, or affected, by a private road that is shared with one or more other properties, Buyers need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that "the cost shall be shared proportionately to the use made of the easement by each owner." Buyers should contact city/county officials and/or their attorney to evaluate their potential responsibilities.
- 42. MARIJUANA (CANNABIS):** Effective January 1, 2018, California has legalized certain uses of cannabis; however, this statewide law requires local cities and counties to enact their own regulations regarding where cannabis can be used as well as the requirements for the issuance of permits and licenses prior to anyone cultivating, distributing and/or selling cannabis. Those regulations may include but are not limited to an inspection of the property and/or a determination as to the availability of water and other resources to grow cannabis. Federal laws still exist which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California is still possible.

State law allow landlords/housing providers to prohibit/regulate smoking of marijuana in or on the Landlord's/Housing Provider's property as well as to allow landlords/housing providers to prohibit the cultivation, distribution and sale of marijuana for any purpose. Some HOAs may impose their own restrictions on these activities as well.

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

**D. COUNTY AND CITY ADVISORIES:** Changes to cities, towns, neighborhoods, road ways and other areas of the county do occur, often with some regularity; these changes can impact the environment, population, traffic and other factors. Real estate licensees cannot predict the impact that such changes may have on the present or future value, desirability use, and or development of any Property. The following information is general in nature and is subject to change.

**44. GAS SHUT-OFF VALVE REQUIREMENTS:** On February 9, 2010, the Contra Costa County Board of Supervisors revised an existing Ordinance regulating installation of approved gas shut-off devices in new buildings and in existing residential, commercial and industrial buildings prior to the sale of those buildings or when undertaking certain alterations or additions to those buildings located anywhere in the unincorporated areas of Contra Costa County if the building has a natural gas piping system. The City of Hercules has also enacted a similar requirement. This law also applies to the sale of individual condominium units. The Ordinance seeks to make buildings safer in case of a breakage or disconnection of a gas line caused by earthquakes, landslides or common household accidents. Some insurance companies provide discounts on their homeowner's insurance policy if such devices are in place.

This Ordinance does not contain any exceptions or exemptions for the type of sale (such as probate); Buyers and Sellers cannot agree to waive compliance with this Ordinance. The County is now requiring that on all improved real property that closes escrow after December 1, 2006 and that have fuel gas piping supplying a structure with gas, an approved seismic gas shut-off device (motion sensitive) or an approved excess flow gas shut-off device (non-motion sensitive) must be installed prior to the close of escrow:

1. For the sale of existing residential, commercial or industrial buildings, the approved gas shut-off device must be installed downstream of the gas utility meter at the beginning of each rigid gas piping system that serves the structure.
2. For the sale of existing condominium units, the approved gas shut-off device must be installed downstream of the meter on the gas piping serving the actual condominium unit that is being sold. If any existing residential building is altered or added to that has fuel gas piping supplying the existing building or the addition and the building permit is issued after March 11, 2010, the approved gas shut-off device must be installed if the alteration or addition is either more than \$5,000 where fuel gas piping is involved in the alteration or addition, or more than \$15,000 where fuel gas piping is not involved in the alteration or addition. For a list of the approved gas shut-off valves, please visit the home page for the California Division of the State Architect website at <http://www.dgs.ca.gov/dsa/home.aspx> and search the site for gas shutoff devices.

**NOTE: Real estate licensees cannot determine whether any Property is in compliance with this Ordinance and Agents have no liability for ensuring that there is compliance with this Ordinance either before, during or after escrow closes.** Seller and Buyers should retain appropriate experts to investigate the existing gas lines to determine whether the required shut-off devices are in place. Buyers and Seller should reach a written agreement as to who is to pay for the inspection and/or the installation of any required devices since the Ordinance does not specify which Principal must be financially responsible.

**45. SEWER LINE INSPECTION AND COMPLIANCE:** Several cities in Contra Costa County have a Sewer Lateral Ordinance, but each city and/or Wastewater Municipality have their own requirements AND THOSE REQUIREMENTS ARE SUBJECT TO CHANGE AT ANY TIME. Sellers and Buyers should check with the

local wastewater municipality to determine if the Property falls within a jurisdiction that enforces a Sewer Lateral Ordinance and can obtain additional information at the websites listed in this Paragraph.

If the Property is located within an HOA, both Buyer and Seller are strongly encouraged to contact the HOA to determine whether the individual homeowner or the HOA is responsible for maintenance of the Private Sewer Lateral lines within the development.

In the City of Pinole Municipal Code requires inspection of and compliance with sewer lateral regulations as part of the sale of residential property. If the Property is serviced by the West County Wastewater District ("WCWD"), only Sellers can apply for and be approved to secure a hardship deferral/ extension to enable the Buyer to pay for required repairs and/or to complete repairs after Close of Escrow. Currently, the WCWD will not grant a hardship deferral/extension if the Property has been sold after 2008 without securing compliance with sewer lateral requirements.

**NOTE: Real estate licensees cannot determine whether any Property is in compliance with any applicable local sewer line requirements; Agents have no liability for ensuring that there is compliance with local requirements either before, during or after escrow closes.**

**WASTEWATER MUNICIPALITIES IN WEST CONTRA COSTA COUNTY:**

Crockett Community Service District <http://www.town.crockett.ca.us> or (510) 787-2992

Steger Sanitary District <http://www.stegesd.dst.ca.us/> or (510) 524-4668

East Bay MUD <http://www.ebmud.com> or (866) 403-2683

West County Wastewater District <http://www.wc wd.org> or (510) 222-6700

Rodeo Sanitary District <http://www.rodeosan.org> or (510) 799-2970

City of Richmond Municipal Sewer District <http://www.ci.richmond.ca.us/> or (510) 620-6513

City of Hercules <http://www.ci.hercules.ca.us> or (510) 799-8200

City of Pinole <http://www.ci.pinole.ca.us/> or (510) 724-9000

- 46. WEATHERIZING DISCLOSURE REQUIREMENTS:** As of the date of this Advisory, the Cities of Concord, Pleasant Hill and Walnut Creek have enacted ordinances imposing disclosure obligations on Sellers of residential property to complete and sign a city-specific Weatherization Disclosure Form which is to be provided to the Buyers. After the Buyers certify receipt of the Seller's Disclosure, the fully completed and signed form must be submitted to the respective City. Unlike certain California statutory disclosure requirements, these separate Seller disclosure requirements have no Seller exemptions; however, some jurisdictions do not enforce their own ordinances and have made compliance "voluntary". Additional Cities in Contra Costa County may require comparable weatherization disclosures in the future. Buyers should investigate the existence of such ordinances and whether those ordinances are being enforced by contacting the city where the Property is located.
- 47. NO-SMOKING, VAPING AND SECOND-HAND SMOKE ORDINANCES:** As of the date of this Advisory, the Cities of Danville, San Pablo, Richmond and Walnut Creek have enacted ordinances that prohibit smoking in certain parts of those cities, and in some cases e-cigarettes; smoking and vaping restrictions may also apply to multi-unit residential units, including balconies, common areas and within certain distances of all enclosed areas. These ordinances are usually designed to limit ingestion of second-hand smoke by other residents. Other cities may enact such ordinances as well. For information on whether these ordinances exist and/or are being enforced contact the City or County website where the Property is located.
- 48. BRENTWOOD:** The City of Brentwood has announced it is studying a proposed development plan for the two golf courses serving the communities of Shadow Lakes and Deer Ridge, which could potentially impact the adjacent area known as Brentwood Hills. An Environmental Impact Report will study the proposed plan's impact on the environment, population, traffic and other factors. Buyers are strongly encouraged to investigate whether or not the proposed development plan will impact their own present or future assessment of the value, desirability, use and/or development of any Property that may be impacted by this proposed development plan. For more information, contact the City of Brentwood at (925) 516-5400 or online at: [www.brentwoodca.gov](http://www.brentwoodca.gov). Real estate licensees are not qualified to verify or investigate this information.
- 49. EL CERRITO TRANSFER TAX REBATE PROGRAM FOR SEISMIC UPGRADES & CONSERVATION PROJECTS:** To encourage seismic upgrades as well as energy & water conservation projects, the City of El Cerrito will give homeowners a rebate of up to one third (1/3) of the tax paid for a transfer of real property if certain qualifying work is completed either up to one year prior to the transfer or within one year after the transfer. If the work qualifying for a rebate is completed prior to Close of Escrow, the Buyer and Seller may decide who is to apply for and receive the rebate. For more information and to obtain the required rebate

form, go online at: <https://www.el-cerrito.org/1314/Transfer-Tax-Rebate-Program>. Real estate licensees are not qualified to determine whether any work will qualify for the rebate. Rebate programs often change and funds may or may not be available. Buyers should investigate.

50. **WEED ABATEMENT:** Several cities in Contra Costa County, including the County, have a weed abatement ordinance which requires maintenance of overgrown and upkept grounds which could result in a fire hazard. Seller and Buyer should investigate this further.

51. **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, MORAGA-ORINDA FIRE DISTRICT REQUIREMENTS & INSPECTION UPON TRANSFER:** Fire District ordinances require property owners to minimize conditions that are hazardous to life and property from fire, explosion, or hazardous substances. The Contra Costa County Fire Protection District & Moraga-Orinda Fire District have adopted regulations which impact the need for property owners to maintain defensible space around structures, vehicles and other items stored on the Property by eliminating weeds and other materials which fuel fires. Property owners will need to obtain various construction permits for any modification or rebuilding of the Property and must comply with state and local standards designed to minimize fires. Upon transfer of the Property, there must be an exterior fire hazard inspection completed by the Fire District to determine if there is a need for weed and/or other hazards to be abated. If the Fire District determines that abatement efforts are needed, the Seller will receive an Assessment Letter or notice. The Seller will then need to comply with the Assessment Letter or notice and report their "Self-Compliance" to the Fire District.

Moraga-Orinda Fire District: Buyers can check the status of a Property at <https://www.mofd.org/our-district/fuels-mitigation-fire-prevention/hazardous-wildfire-fuels-reduction-program>. For more information about the ordinance, the major fire code changes, and a list of approved ground cover go to the Moraga-Orinda Fire District site at [mofd.org/home](https://www.mofd.org/home). Contra Costa County Fire Protection District: Sellers should submit the AB-38 Inspection Request at <https://docs.google.com/forms/d/e/1FAIpQLSdF40ncfJGVcBssh9VftRtLQZSqchspKGAMA57ImPAznWloOA/viewform>

52. **MORAGA-ORINDA FIRE HYDRANT CAPACITY:** The Moraga-Orinda Fire District has a community fire flow standard, which is to be obtained from any three adjacent or reasonable nearby hydrants flowing simultaneously. Several neighborhoods within the City of Orinda do not meet this current fire flow requirement. The City of Orinda, Moraga-Orinda Fire District, East Bay Municipal Utility District and the Orinda Fire Safety Committee are currently working together to address the fire flow concern and correct the situation through a multi-task program.
53. **ORINDA PROSPECTIVE BUYER & HOMEOWNER GUIDE:** The City of Orinda has produced a brochure entitled Prospective Buyer and Homeowner Guide. For a copy of this brochure Sellers and Buyers are advised to contact the City of Orinda personally at 22 Orinda Way, Orinda, California 94563, or (925) 253-4200, or online at: <https://www.cityoforinda.org/603/Homeowner-Guide>.
54. **PINOLE:** As of July 21, 2017, the City of Pinole also requires that all balconies must be inspected by licensed professionals and Buyers must receive the inspection report. The cost of compliance of these requirements is negotiable by and between Seller and Buyer.

The Parties are encouraged to use the Contra Costa County Purchase Agreement Addendum that is intended for use in the City of Pinole to reach mutual agreements regarding the issues discussed in Paragraph 53.

55. **DISCOVERY BAY:**

Water: The Town of Discovery Bay Community Services District ("CSD") provides drinking water, maintains the wastewater and sewer systems. Discovery Bay water comes from a system comprised of service wells and contains a high mineral content which in some locations may have an undesirable odor and may stain clothing or corrode appliances. The fee for usage of these systems will appear on your Contra Costa Tax Bill.

CSD is in the process of installing water meters at various residential properties that do not currently have water meters. Recipients of the new meters may pay the full cost of the meter installation up front or they can pay for the meter in installments over a ten-year period but there will be an interest charge. The exact cost of the water meter installation varies, and the exact cost will not be known until after the meters have been installed; the project is estimated to be completed by mid-2018. The estimated installation costs range from \$500 to \$1500 depending upon the type of equipment and complexity of construction work. If the Seller has not already fully paid all costs for water meter installation, Buyer and Seller should contractually agree who

will be responsible for this expense by using the Discovery Bay Purchase Contract Addendum. For further information, contact the Town at (925) 634-1131 or go to their website at [www.todb.ca.gov](http://www.todb.ca.gov).

**Waterways:** Discovery Bay is within the jurisdiction of Reclamation District 800. This agency maintains the waterways and provides for the slopes on the channels and bays of Discovery Bay. Dock construction, decks on or near the slope areas, and maintenance of the slope areas are subject to the rules of this District. Slope control and maintenance is generally the responsibility of the property owner. Some homeowners have received letters from the District with regard to removal of trees that may be located in restricted areas of a main levee. District 800 fees appear on the Contra Costa County tax bill for all properties within the district. Buyers are advised to contact the District for more information at (925) 634-2351.

**Filled Lots:** All lots in the development contain some filled ground. There have been some incidents of slope failure, particularly on the eastern side of Discovery Bay on Drakes Drive. A number of homeowners in that area filed a lawsuit in December 1989 against the Hoffmann Company, Kleinfelder Engineers and Reclamation District 800. The lawsuit was settled in February 1994. The information concerning filled ground, geologic and soil condition is available at Contra Costa County Building Dept., 651 Pine Street, Martinez, California 94533.

- 56. LOCAL RENTAL ISSUES:** The City of Richmond enacted an Ordinance covering Rent and Eviction Control. Other cities have or may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property and/or any portion of the Property. Buyers should investigate the existence of applicable local ordinances as well as applicable past or current fees or city liens and other regulations that impact on their ability to rent property. Buyers should satisfy themselves as to whether a local ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the ability of a Property Owner to rent some or all of the property, the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals. Buyers should consult with a local Landlord-Tenant attorney.
- 57. ROSSMOOR:** Rossmoor is a planned unit development with housing and recreational amenities designed for people who are over 55 years of age. It consists of single-family homes, condominiums and cooperative units and sales in Rossmoor include membership in a Mutual/Home Owners Association and a membership in Golden Rain foundation. There are many separate Home Owners Associations (referred to as a "Mutual") and the applicable Mutual depends upon the type of unit and where the unit is located within the development (for general information on Common Interest Developments see **Paragraph 13**); which Mutual applies to any unit may change over time. Rossmoor has a Member Records Department that must be notified of the closing date and that Department must be notified no later than five (5) days prior to any new closing date.

Due to the ongoing insurance issues in California, community interest developments (CID) like Rossmoor, are seeing increased levels of approval restrictions by federal agencies, such as Fannie Mae and Freddie Mac, Federal Housing Administration (FHA), and Veterans Affairs (VA) when purchasing. Buyers should consult with their lender for more information regarding these restrictions.

Some of the Rossmoor properties have electric furnaces that may no longer have parts available for repair or replacement. Future repairs or replacement may be difficult and/or expensive; warranty companies may not cover the cost of a new system. Some of the buildings do not have fire breaks in the attic. Some asbestos containing materials ("ACM") exist in some building components in Rossmoor. ACM is generally found in buildings constructed prior to 1980 and is known to be found in some ceilings' acoustical insulation and exhaust flue joint insulations.

Most of the units in Rossmoor are required to pass a building and/or alteration compliance inspection prior to any change in ownership but that inspection should not be viewed as a substitute for conducting any inspections that are routinely obtained by Buyers including but not limited to a general house inspection. If the presale inspection notes any required corrective work it may be the responsibility of the Seller or the Mutual. The Mutual reserves the right to remedy non-emergency repairs items after escrow closes. Replacements, alterations or remodeling of a unit may require a permit from the Golden Rain Foundation and the City of Walnut Creek. To obtain such permits, certain existing deck enclosures (which were approved at the time they were built) may need to be brought up to current code before any new permits are issued.

On April 14, 2010, a Rossmoor News article was published regarding a registered sex offender who lives in Rossmoor. Buyer is advised to investigate this issue further through the Megan's Law Database:

<http://www.meganslaw.ca.gov/>

**NOTE:** Buyers of condominium units within Rossmoor should discuss the actual location and title to any parking space that is being transferred as part of the sale with a Title Officer during the Buyer's investigation contingency, if any. However, Buyers of cooperative units do not receive title to any specific parking space since the spaces are owned by the Mutual which merely assigned the spaces when the units were originally sold. Rossmoor cannot and will not verify which space is assigned to any cooperative unit because, over time, private arrangements by cooperative unit owners have altered the original assignments, Buyers should confirm this issue directly with their Seller since Brokers have no means of confirming that information.

Brokers do not have the requisite expertise to investigate or verify any or all of the issues detailed in this Rossmoor Advisory and they will not verify the information provided by a Mutual, Sellers or others.

**58. SAN PABLO:** The City of San Pablo requires a pre-sale city inspection and a certificate of compliance issued prior to the sale or lease of any non-owner-occupied unit more than three years from the original construction date, or any owner-occupied unit more than ten years from the original construction date. For more information, sellers and buyers should contact the City of San Pablo at 1000 Gateway Avenue, San Pablo, CA 94806 • (510) 215-3030 • <http://www.SanPabloCA.gov>

**59. COUNTY AND CITY CONTRACT ADDENDA:** The Contra Costa County Association of REALTORS® has developed Purchase Contract Addenda which are intended for use in the following specific Cities and in the Unincorporated Areas of Contra Costa County to address certain local retrofit/point of sale issues discussed in this Advisory. The Available Purchase Contract Addenda are for the following jurisdictions:

**City of El Cerrito**  
**City of Hercules**  
**City of Oakley**  
**City of Pinole**

**City of Richmond**  
**City of San Pablo**  
**Unincorporated Contra Costa County**

## **E. ATTORNEY AND ACCOUNTANT RECOMMENDATIONS:**

In addition to the professional service providers Buyers will retain to inspect and analyze the property being purchased or sold, Buyers and Sellers may face situations which could result in significant legal consequences and substantial impact on their personal finances. The most prudent plan is to identify a certified public accountant and qualified California real estate attorney in advance so that Buyers and Sellers can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction. If a 1031 exchange is contemplated, an exchange accommodator should be consulted regarding the proper method and timing of an exchange.

## **F. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:**

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

- **Buyers and Sellers are advised to investigate and choose their own service providers to conduct investigations and advise them on all matters related to the sale and purchase of real property. Nothing any real estate licensee may say will change the terms or effect of this Advisory.**

### G. WIRE FRAUD ADVISORY

There has been a small but growing scheme in which Buyers and Sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from Buyer to Escrow, or to Seller for proceeds from Escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank. **DO NOT EVER WIRE FUNDS PRIOR TO CALLING THE ESCROW OFFICER AT THE NUMBER PREVIOUSLY PROVIDED TO YOU and confirming verbal wire transfer instructions before taking steps to have the funds transferred.** If you have received questionable wiring instructions, notify your bank, real estate agent and the Escrow Holder, as well as the FBI at: <https://www.fbi.gov/> and the Internet Crime Complaint Center at: <http://www.ic3.gov/>

**THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL 19 PAGES OF THIS  
CONTRA COSTA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY  
WHICH CAN BE SIGNED IN COUNTERPART**

Dated: \_\_\_\_\_ Buyer \_\_\_\_\_

Dated: \_\_\_\_\_ Buyer \_\_\_\_\_

Dated: \_\_\_\_\_ Seller \_\_\_\_\_

Dated: \_\_\_\_\_ Seller \_\_\_\_\_