CALIFORNIA ASSOCIATION OF REALTORS®

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 *Santa Clarita*, **COUNTY OF** *Los Angeles*, **STATE OF CALIFORNIA, DESCRIBED AS** *23439 Avenida Rotella, Santa Clarita, Ca 91355*.

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

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: ______________________________
☑ *No substituted disclosures for this transfer.*

II. SELLER'S INFORMATION

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

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

Seller ☑ is ☐ is not occupying the property.

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

☐ Range
☑ 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 ☐ Not Attached
  ☐ Carport
  ☑ Automatic Garage Door Opener(s)
  ☑ Number Remote Controls 1
☐ 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 Kitchen 220 Volt Wiring in Laundry Room Fireplace(s) in Living/Dining Room
Gas Starter yes Roof(s): Type: Forever Roof Age: 88 (approx.)
Other: ______________________________

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☑ Yes ☐ No. If yes, then describe. (Attach additional sheets if necessary): Microwave / Hot tub motor & filter, Fire place?

(*see note on page 2)

Property Address: *23439 Avenida Rotella, Santa Clarita, Ca 91355* Date:

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: ~~[illegible] Damage~~ Damage on Roof Eave & Sofit. Garage Side Door Broken - wood damage - Side Gate Deteriorated

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

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

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . ☐ Yes ☑ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . ☑ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . ☑ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . ☐ Yes ☑ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . ☐ Yes ☑ No

(**Note to C4 and C5:** If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)

6. Fill (compacted or otherwise) on the property or any portion thereof . . . ☐ Yes ☑ No
7. Any settling from any cause, or slippage, sliding, or other soil problems . . . ☐ Yes ☑ No
8. Flooding, drainage or grading problems . . . ☐ Yes ☑ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . ☑ Yes ☐ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . ☐ Yes ☑ No
11. Neighborhood noise problems or other nuisances . . . ☐ Yes ☑ No
12. CC&R's or other deed restrictions or obligations . . . ☑ Yes ☐ No
13. Homeowners' Association which has any authority over the subject property . . . ☑ Yes ☐ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . ☑ Yes ☐ No
15. Any notices of abatement or citations against the property . . . ☐ Yes ☑ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . ☐ Yes ☑ No

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

2. Block wall - 2. 3. Encroachment Electrical Box Backyard.
9. 94 Earthquake - Structural Repairs to Stoop & Block walls.
11. HOA CC&RS - Infinity Management. 14 - Pool - ClubHouse - kiddie - Pickleball/PARK

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 Giovanna M Spatrisano Date 05/03/2026

Giovanna M Spatrisano

Seller ______________________ Date ____________

Property Address: *23439 Avenida Rotella, Santa Clarita, Ca 91355* Date: ____

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) *Park Regency* (Please Print)

By ____ Date 5/7/26

(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) *Timothy Atwood* (Please Print)

By ____ Date ____

(Associate Licensee or Broker Signature)

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

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

Seller ____ Date 05/03/2026

Giovanna M Spatrisano

Seller ____ Date ____

Buyer ____ Date ____

Buyer ____ Date ____

Agent (Broker Representing Seller) *Park Regency* (Please Print)

By ____ Date 05/7/26

(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) *Timothy Atwood* (Please Print)

By ____ Date ____

(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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CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE

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

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as *23439 Avenida Rotella* ____, Assessor's Parcel No. *2856-012-025*, situated in *Santa Clarita*, County of *Los Angeles* California ("Property").

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

1. **Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.**
2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Answer based on actual knowledge and recollection at this time.
   - Something that you do not consider material or significant may be perceived differently by a Buyer.
   - Think about what you would want to know if you were buying the Property today.
   - Read the questions carefully and take your time.
   - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
   - Something that may be material or significant to you may not be perceived the same way by the Seller.
   - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
   - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
   - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.**
5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**

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

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

   Explanation: ____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**
   - A. Within the last 3 years, the death of an occupant of the Property upon the Property .... ☐ Yes ☑ No
     (Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
   - B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .... ☐ Yes ☑ No
   - C. The release of an illegal controlled substance on or beneath the Property .... ☐ Yes ☑ No
   - D. Whether the Property is located in or adjacent to an "industrial use" zone .... ☐ Yes ☑ No
     (In general, a zone or district allowing manufacturing, commercial or airport uses.)
   - E. Whether the Property is affected by a nuisance created by an "industrial use" zone .... ☐ Yes ☑ No
   - F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) .... ☐ Yes ☑ No
   - G. Whether the Property is **(i)** a condominium or **(ii)** located in a planned unit development or **(iii)** other common interest subdivision (see **paragraph 14** for more disclosures) .... ☐ Yes ☑ No
   - H. Insurance claims affecting the Property within the past 5 years .... ☐ Yes ☑ No
   - I. Matters affecting title of the Property .... ☐ Yes ☑ No
   - J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 .... ☐ Yes ☑ No
   - K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums .... ☐ Yes ☑ No
     (See C.A.R. Form WBSA for more information)

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L. Material facts or defects affecting the Property not otherwise disclosed to Buyer .... ☐ Yes ☑ No

Explanation, or ☐ (if checked) see attached;

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

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .... ☐ Yes ☑ No

B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .... ☐ 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 acquired the property within 18 months of accepting an offer to sell it.................... ☐ Yes ☑ No

(1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property......... ☐ Yes ☐ No

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

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

Explanation, or ☐ (if checked) see attached: 7c GARDen & Pest control

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: 7.C: GARDeR & Pest control. 8:C Caligan WAteR

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

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

If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property .... ☐ Yes ☐ No

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank.................... ☐ Yes ☑ No

If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: 9.A - Paid off loan for 94 - Earthquake Damage

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

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property .... ☐ Yes ☑ No

B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. ☐ Yes ☑ No

C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood .... ☐ Yes ☑ No

Explanation:

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

A. Past or present pets on or in the Property .... [x] Yes [ ] No

B. Past or present problems with livestock, wildlife, insects or pests on or in the Property .... [ ] Yes [x] No

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .... [ ] Yes [x] No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above .... [ ] Yes [x] No

If so, when and by whom

Explanation: 1 - Dog - 20 years ago .

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: **ARE YOU (SELLER) AWARE OF...**

A. Surveys, easements, encroachments or boundary disputes .... [ ] Yes [x] 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 [x] No

C. Use of any neighboring property by you .... [ ] Yes [x] 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 [x] No

B. Operational sprinklers on the Property .... [x] Yes [ ] No

(1) If yes, are they [x] automatic or [ ] manually operated.

(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system [ ] Yes [x] No

C. A pool heater on the Property .... [x] Yes [ ] No

If yes, is it operational? .... [ ] Yes [x] No

D. A spa heater on the Property .... [x] Yes [ ] No ?

If yes, is it operational? UNKNOWN .... [ ] 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 .... [x] Yes [ ] No

Explanation: I Don't Know if Spa heater works. Filter & Motor are not work in The SPA .

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

A. Property being: **(i)** a condominium; **(ii)** being located in a planned unit development or; **(iii)** being located in a common interest subdivision.......... [x] Yes [ ] No

B. Any Homeowners' Association (HOA) which has any authority over the subject property.......... [x] 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) .... [x] Yes [ ] No

D. CC&R's or other deed restrictions or obligations .... [x] 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 [x] 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 .... [x] 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 .... [x] Yes [ ] No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee .... [x] 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 [x] No

B. Leases, options or claims affecting or relating to title or use of the Property .... [ ] Yes [x] 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 [x] 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 [x] 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 [x] 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 [x] 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 [x] 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 [x] No

Explanation:

Property Address: ***23439 Avenida Rotella, Santa Clarita, Ca 91355***

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. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane .... ☐ Yes ☑ No

E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property .... ☐ Yes ☑ No

F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals .... ☐ Yes ☑ No

G. Existing or proposed Government requirements affecting the Property **(i)** that tall grass, brush or other vegetation be cleared; **(ii)** that restrict tree (or other landscaping) planting, removal or cutting or **(iii)** that flammable materials be removed .... ☐ Yes ☑ No

H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property........ ☐ Yes ☑ No

I. Whether the Property is historically designated or falls within an existing or proposed Historic District .... ☐ Yes ☑ No

J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies .... ☐ Yes ☑ No

K. Any differences between the name of the city in the postal/mailing address and the city which has jurisdiction over the property .... ☑ Yes ☐ No

Explanation: 91355 - Post office zip code can goto Santa Clarita of Valencia

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 residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device........ ☐ Yes ☑ No

C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth .... ☐ Yes ☑ No

D. Whether the Property was originally constructed as a Manufactured or Mobile home .... ☐ Yes ☑ No

E. Whether the property is tenant occupied .... ☐ Yes ☑ No

F. 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 ______ ***Giovanna M Spatrisano*** Date 05/03/2026

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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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals

CALIFORNIA ASSOCIATION OF REALTORS®

(C.A.R. Form LPD, Revised 12/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: ______________________________,
dated ____________, on property known as: *23439 Avenida Rotella, Santa Clarita, Ca 91355* ("Property")
in which ______________________________ is referred to as Buyer or Tenant
and *Giovanna M Spatrisano* is referred to as Seller or Housing Provider.
Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE): Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

A. I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: ______________________________

B. I (we) have no records or reports pertaining to lead-based paint and/or lead based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: ______________________________

C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Giovanna M. Spatrisano ________ 05/03/2026
Seller or Housing Provider *Giovanna M Spatrisano* Date

____
Seller or Housing Provider Date

2. LISTING AGENT'S ACKNOWLEDGMENT:

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Park Regency By [signature] 5/7/26

Agent (Broker representing Seller or Housing Provider) (Please print) — Associate-Licensee or Broker Signature *Timothy Atwood* — Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1** above

(2) (if initialed) ________/________ I have not received any records and reports regarding lead-based paint and/ or lead-based paint hazards in the housing.

B. I have received the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety.*"

C. If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

D. For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Buyer or Tenant Date Buyer or Tenant Date

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Timothy Atwood By

Agent (Broker obtaining the Offer) (Please print) — Associate-Licensee or Broker Signature *Park Regency* — Date

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CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached)

(C.A.R. Form SBSA, Revised 6/24)

BUYER RIGHTS AND DUTIES:

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

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

SELLER RIGHTS AND DUTIES:

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

BROKER RIGHTS AND DUTIES:

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

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

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

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A. Investigation of Physical Conditions

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

2. **ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, PCB's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.
3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's investigation contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these areas.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited

to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's investigation contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's investigation contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.

9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.

11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's investigation contingency period. Brokers do not have expertise in this area.
13. **WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's investigation contingency period. Brokers do not have expertise in this area.
14. **FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org.
    Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at https://egis.fire.ca.gov/FHSZ/.
    Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
    A. California Department of Insurance ("Wildfire Resource") http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm; 1-800-927-4357
    B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources http://wildfirerecovery.org/
    C. California Department of Forestry and Fire ("Cal Fire") http://fire.ca.gov/ and https://www.readyforwildfire.org/
    D. California Department of Transportation https://calsta.ca.gov/
    E. California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

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

B. Property Use and Ownership

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

or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

3. **BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's investigation contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): **(i)** Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, **(ii)** the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and **(iii)** New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: **(i)** designated as a historical landmark, **(ii)** protected by a historical conservancy, **(iii)** subject to an architectural or landscaping review process, **(iv)** within the jurisdiction of the California Coastal Commission or other government agency, or **(v)** subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's investigation contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's investigation contingency

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

9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: **(i)** Buyer does not own the land, **(ii)** the right to occupy the land will terminate at some point in time, **(iii)** the cost to lease the land may increase at some point in the future, and **(iv)** Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

10. **MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

11. **OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

    Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

    Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

12. **RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.

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

14. **SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's investigation contingency period. Brokers do not have expertise in this area.

15. **VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's investigation contingency period. Brokers do not have expertise in this area.

16. **SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

17. **WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: **(i)** limitations on the amount of water available to the Property, **(ii)** restrictions on the use of water, and **(iii)** an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

18. **1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http://www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's investigation contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to

implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

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

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

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

D. Legal Requirements (Federal, State and Local)

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

signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is $100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

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

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

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

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

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

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

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

E. Contract Related Issues and Terms

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

sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is $300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form NDA). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.

9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers,

verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: **(i)** may last for a fixed period of time or in perpetuity, **(ii)** are typically calculated as a percentage of the sales price, and **(iii)** may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at http://www.cpsc.gov/ during Buyer's investigation contingency period. Another source affiliated with the CPSC is http://saferproducts.gov/ which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

   Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."
4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the

legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.

8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Solar panel systems may have net energy metering. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.

9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported

in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

A. ☐ ____________________

B. ☐ ____________________

C. ☐ ____________________

D. ☐ ____________________

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

BUYER ____________________ Date ____________

BUYER ____________________ Date ____________

SELLER Giovanna M. Spatrisano *Giovanna M Spatrisano* Date 05/03/2026

SELLER ____________________ Date ____________

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CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Reviewed 6/25)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant ______________________________ Date __________

Buyer/Tenant ______________________________ Date __________

Seller/Housing Provider Giovanna M Spatrisano Giovanna M Spatrisano Date 05/13/2026

Seller/Housing Provider ______________________________ Date __________

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CALIFORNIA ASSOCIATION OF REALTORS®

MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

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

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

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

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

(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

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

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

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

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

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

Buyer ______________________ Date __________

Buyer ______________________ Date __________

Seller Giovanna M. Spatrisano Date 05/03/2026
Giovanna M Spatrisano

Seller ______________________ Date __________

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CALIFORNIA ASSOCIATION OF REALTORS®

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. **WATER-CONSERVING PLUMBING FIXTURES**
   A. **INSTALLATION:**
      (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than $150,000, or for any room in a building which requires a building permit.
      (2) **Exceptions:** These requirements do not apply to **(i)** registered historical sites, **(ii)** real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or **(iii)** a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)
   B. **Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point-of-sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water- conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.
   C. **Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: **(i)** any toilet manufactured to use more than 1.6 gallons of water per flush, **(ii)** any urinal manufactured to use more than one gallon of water per flush, **(iii)** any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, **(iv)** any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.
2. **CARBON MONOXIDE DETECTORS:**
   A. **INSTALLATION:**
      (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
      (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.
   B. **DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.
   C. **COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but <u>additional or different requirements may apply</u> depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.
3. **LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

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

Seller *Giovanna M Spatrisano* Date 05/03/2026

Seller ______________________ Date ______

Buyer ______________________ Date ______

Buyer ______________________ Date ______

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Property Address: 23439 Avenida Rotella, Valencia, CA 91355

ADDENDUM

MOLD DISCLOSURE

Any type of water damage, moisture or damp conditions may result in the growth of mold in a structure or on its contents. The water damage may be related to many things: plumbing, fixtures, showers, baths, sinks and toilet problems: appliances, fire protection systems, roof openings, door and window defects and their construction defects. Mold spores are everywhere and can be found in the air, floors, carpeting, insulation, walls and ceilings where we live and work. The mold spores generally turn into actual mold when they become wet.

There are a variety of different types of molds. Certain types of mold can create health problems. The severity of these health problems varies depending upon the type of mold, the degree of exposure, and the sensitivity of the person exposed to the mold.

REAL ESTATE BROKERS ARE NOT QUALIFIED TO ASSESS THE PRESENCE OF OR RISKS ASSOCIATED WITH MOLD NOR WILL AN INSPECTION BY A REAL ESTATE BROKER NECESSARILY DISCOVER MOLD. ACCORDINGLY, THE PARTIES ARE ADVISED STRONGLY TO HIRE INDEPENDENT EXPERTS TO INSPECT THE PROPERTY FOR THE PRESENCE AND CAUSE OF MOLD, AS WELL AS POSSIBLE REMEDIES, AND TO ADVISE YOU OF POSSIBLE PHYSICAL OR HEALTH REALTED EFFECTS.

For further information, buyer and seller should contact the environmental protection agency at **www.epa.gov/lao** and the centers for disease control and prevention at **www.cda.gov**. Visible mold or potential airborne contamination can be sampled by an environmental consultant and analyzed by a qualified laboratory. Brokers do not guarantee the performance of either environmental consultants or laboratories. Brokers do not recommend any particular consultant or laboratory. We suggest that buyers and seller select any consultants and laboratories of their own choosing.

As with all known defects, sellers are to advise buyers of any "KNOWN" water leaks, seepages, and water intrusions in and to the property.

Seller advises the buyers of the following known water leaks, seepages and water intrusions:

We recommend that buyers that utilize their own resources and check out the possibility of mold regarding the above property to satisfy any and all concerns.

DEFECTIVE FURNACES

The U.S. Consumer Product Safety Commission (CPSC) has issued a warning regarding certain gas-fired horizontal forced-air furnaces that present a substantial risk of fire. The furnaces in question were manufactured from 1983-1994 by Consolidated Industries (formerly Premier Furnace Company) and were marketed under many different brand names. Homes built before 1983 or after 1994 could still have the furnaces in question due to replacements or remodeling.

It is recommended that you have this issue investigated by a qualified professional to determine if the furnace in any property you are selling or buying is defective and/or dangerous. Local gas companies will inspect at no charge, and if the furnace is one of the models in question, will indicate that it should not be used.. The gas company will not, however make specific recommendations as to repairs and/or replacement. If the furnace presently installed at the property falls within the category indentified by the CPSC, a professional with expertise regarding gas furnces should be retained to make a more specific determination. Please visit WEB site at **http://www.cpsc.gov/talk.htm.**

REAL ESTATE BROKERS AND AGENTS ARE NOT QUALIFIED TO INSPECT FURNACES OR MAKE ANY RECOMMENDATIONS OR DETERMINATIONS CONCERNING POSSIBLE DEFECTS OR HEALTH AND SAFETY ISSUES. THE PURPOSE OF THIS DISCLOSURE IS TO PUT SELLERS AND BUYERS ON NOTICE TO CONDUCT THEIR OWN DUE DILIGENCE REGARDING THESE MATTERS USING APPROPRIATE QUALIFED EXPERTS. BUYERS HOLD SELLERS, PARK REGENCY REALTY, ALL BROKERS AND AGENTS INVOLVED IN THE TRANSACTION HARMLESS FROM ANY FURTHER OBLIGATION REGARDING THESE MATTERS. BUYERS ARE TO UTILIZE THE DISCLOSURES GIVEN AND TO SATISFY THEIR OWN CONCERNS, IF ANY. BUYERS ACKNOWLEDGE THAT THEY HAVE READ THIS DISCLOSURE AND UNDERSTAND ITS CONTENTS.

Buyer:	Date:	Buyer:	Date:
Seller: [signature]	Date: 05/03/2026	Seller:	Date:

ADDENDUM TO REAL ESTATE CONTRACT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT — READ IT CAREFULLY

9272 Corbin Ave Northridge, California 91344

The following terms are hereby incorporated in, and made a part of the California Residential Purchase Agreement and Joint Escrow Instructions on the property known as 23439 Avenida Rotella, Valencia 91355

in which ______________________

is referred to as Buyer and Giovanna M. Spatrisano is referred to as Seller.

1) Permits: Broker(s) make no representation that any or all additions or modifications to subject property have been made with permits and have certificates of occupancy (C of O). Broker(s) makes no representation that the property is or is not built to code. Should subject property have additions and/or modifications built without permits and/or C of O, they may not have been done to code or may not be permitted for current usage. If discovered by a governmental agency, Buyer understands said agency may require improvements to be brought up to code or to be removed. Buyer is strongly advised to investigate these matters in conjunction with Buyer's physical investigation contingency period.

2) Roof Inspections: Buyer herein acknowledges that Broker(s) are not licensed roofers. Roofs may leak for various reasons, including but not limited to, damage, age, disrepair, wind, rain, sun and other elements, improper maintenance or construction. Buyer is advised to obtain a professional roof inspection, at Buyer's expense, in conjunction with Buyer's physical investigation contingency period.

3) Airport Noise: Buyer is aware of the existence and proximity of both the Van Nuys Municipal Airport and Burbank/Glendale/Pasadena Airport (Bob Hope Airport) to the subject Property. Buyer is aware that airport noise exists throughout much of the San Fernando Valley. Buyer has been informed that Van Nuys Municipal Airport has a plan for expansion. For further information regarding this plan Buyer is advised to visit website https://www.iflyvny.com/ or call the Department of Airports at (855) 463-5252. The Burbank/Glendale/Pasadena airport is also considering expansion plans and buyers are advised to contact the Hollywood Burbank Airport Authority regarding this matter. Buyer may visit https://hollywoodburbankairport.com/airport-authority for more information. Buyer is aware that Burbank/Glendale/Pasadena Airport Authority has submitted a Noise Exposure Map for the area surrounding this airport. The map constitutes notice to prospective purchasers of Property surrounding the airport of noise attributable to the Airport. For more information Buyer is advised to contact the Burbank/Glendale/Pasadena Airport Authority at (818) 840-8840 or its website https://hollywoodburbankairport.com/.

4) Valley Light Rail Transit Project: Buyer is informed the subject property may be situated in or near one of the areas in which the Metropolitan Transit Authority (MTA) is contemplating the location of a public rail transportation line. Seller and Broker(s) are unable to advise Buyer regarding the locations of the rail transit system already approved or those extensions of the system still being studied. Any such rail line could adversely or beneficially affect the value or desirability of the subject property. Buyer is advised that, as a result of being near a potential rail line, the property may be subject to a change in real property taxes. Buyer is advised to contact the MTA at (213) 620 -7245 or (213) 808-5465 for further information.

5) Earthquake Disclosure: The earthquake which struck the greater Los Angeles area in January 1994 damaged or destroyed many homes and other structures. Damage caused by an earthquake may not be discovered by Buyer or Broker's visual inspection. Thus, inspection by licensed, qualified professionals is strongly recommended to determine the structural integrity and safety of all improvements **on the property.** Buyer is advised that some lenders may require inspection by a structural engineer or other expert prior to funding a loan. If the property is a condominium (or a unit in some other common interest subdivision), Buyer is advised to contact the homeowners' association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. In light of the potential for more earthquakes in the future, Buyer (and Seller who agrees to carry-back financing) should consider obtaining earthquake insurance. Buyer and Seller acknowledge that Broker(s) are not experts regarding the matters which are the subject of this Earthquake Disclosure. Broker(s) strongly recommend that Buyer and Seller consult with other professional advisors as appropriate.

6) Compliance Disclosure: The parties to this transaction who are represented by Park Regency shall pay a Compliance Disclosure Fee of $593.00 to Park Regency at the close of escrow for processing and complying with all government mandated disclosures including but not limited to the following: Agency Disclosure, Transfer Disclosure, Guide to Earthquake Safety & Environmental Hazards Disclosure, Lead Based Paint Disclosure, Megan's Law Sex Offender's Database Disclosure, Los Angeles City Earthquake Gas Shut-Off Valve Disclosure, Ultra Low Flow Disclosure, Seller's Affidavit of Non-Foreign Status Disclosure, Smoke Detector Disclosure, and Water Heater Statement of Compliance, etc.

7) Water Reservoir Improvement: Buyer is aware that the Los Angeles Department of Water and Power (DWP) is reviewing various construction alternatives designed to maintain and improve the quality of Los Angeles public drinking water contained in the following uncovered water reservoirs in the Valley: Encino (Santa Monica Mountains) and Los Angeles (Mission Hills). The DWP is currently constructing a cover over the Lower Van Norman Bypass (Mission Hills) reservoir. Brokers are unable to advise or express an opinion regarding what alternative, if any, will be selected by the DWP for each of these reservoirs. For more information on DWP's water quality improvement proposals, Buyer is advised to contact the DWP at (213) 367-4187.

8) Boeing Rocketdyne Santa Susana Facility: Buyer is aware that there is a former Rocketdyne testing facility located in the Santa Susana Mountains between Chatsworth and Simi Valley. The U.S. Department of Energy has indicated that there are some radioactive materials and industrial solvents on this site. Lawsuits have been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. Two recent studies by UCLA and the University of Michigan have indicated that residents living within two miles of this facility may have been exposed to toxic chemicals and have slightly higher cancer rates than people in communities farther from the lab. However, authors of both reports have warned the results of these studies do not conclusively show that contamination from this facility caused cancer or other illnesses in the surrounding community. The Seller and Real Estate Brokers are unable to give any definitive answers regarding potential health hazards that may result from the proximity of the Property to this former testing facility. Buyer is advised to conduct an independent investigation of this matter. It is strongly recommended that Buyer have a soil test conducted of the Subject Property to determine any potential contamination.

9) **Landfill Disclosure:** Buyer acknowledges that they have been advised that the property is in the vicinity of The Sunshine Canyon or Lopez landfill sites. Buyer agrees to make his/her own investigation of this site and its effects, if any, on the value and the Buyer's use and enjoyment of the subject property. Sunshine Canyon Landfill Expansion: Buyer is advised that there is a proposal to extend the Sunshine Canyon Landfill that is located in the Northwest San Fernando Valley above Granada Hills. Buyer is advised to make his or her own independent investigation of the landfill and the proximity to the subject property. For more information contact Browning-Ferris Industries of California at (818) 790-5410.

10) **Future Development, Land Use, Neighborhood Conditions:** Buyer is aware that the property may be affected by future development of property in the neighborhood or surrounding areas, that the property may be subject to building and development restrictions and conditions, including without limitation, limitations on hillside development and alteration of hillside development and alteration of hillside properties, and agrees to investigate such restrictions and conditions with appropriate government agencies. As a part of the inspection conducted by Buyer, Buyer agrees to fully investigate neighborhood and other conditions affecting the property including, without limitation, whether or not the property may be designated an historical landmark or may be located within proximity of hospitals and fire protection services, and any other conditions which may affect the use or enjoyment of the property by Buyer. Buyer agrees that Seller and Broker(s) make no representation as to the preservation of existing/future views, and the present/future views may be affected by future development/ construction/alteration of neighboring property, the growth of trees, shrubs and vegetation and other impairments. Buyer is also advised that the traffic in the neighborhood may be heavier during commute hours especially on streets considered "cut through" streets. It is recommended that Buyer thoroughly investigate and familiarize himself/herself with the traffic patterns in the area, as well as the noise generated by such traffic. Buyer is advised to consult with appropriate government agencies and shall rely solely upon Buyer's own investigation to determine neighborhood conditions, future development or planning and its potential impact on the property.
Universal Studios Expansion: Buyer is aware that Universal Studios Inc. plans to expand its office, studio, hotel, commercial and entertainment space at Universal City, adding to the current 5.4 million square feet ("Project"). Brokers are unable to advise Buyer regarding the details of the proposed Project. For more information regarding the Project, please contact Universal Studios Inc. at (818) 777-1000 and ask about the "Master Plan Expansion Project."
Porter Ranch Development: Buyer is informed, and acknowledges, that according to the Los Angeles County Master Plan, there is a plan to build future residential and commercial development in the area north of Rinaldi Street between Tampa and Canoga Avenue. This development will most likely increase the population density and traffic flow patterns in the surrounding areas. Buyer should consult the Los Angeles County Master Plan for further details.

11) **Waste Disposal System:** Buyer and Seller are aware that Brokers makes no implied or express warranty as to the existence and/or condition of the waste disposal system for the subject property. Buyer and Seller are further advised that the existence of a Sewer Permit does not guarantee that the property is connected to sewer. Buyer is advised to make his/her own independent investigation as to the type and adequacy of the waste disposal system.

12) **Rent Control:** Buyer and Seller have been informed that the City of Los Angeles and unincorporated Los Angeles are subject to rent control ordinances. Landlord's ability to increase rent, evict tenants, and other related matters may be restricted by said ordinances. Landlords may also be required to pay monetary relocation assistance to any tenants who are evicted through no fault evictions. The amount of relocation assistance varies depending upon the category of tenant involved. Broker(s) strongly recommend Buyer and Seller contact the City of Los Angeles Housing Community Investment Department at 1-866-557-RENT (7368) or the Los Angeles County Consumer and Business Affairs at 833-223-RENT (7368) based on location of the Property, to determine the effect of the local ordinance on Subject Property.

13) **Flooring Disclosure:** Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to do his own independent investigation of the flooring during Buyer's physical inspection period if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed that "hardwood floors" exist at Property, Buyer understands that this is NOT a representation guarantee that all flooring underneath existing carpeting is hardwood and is not a representation or guarantee as to the condition of said hardwood.
14) **Flooring in Condominium and Common Interest Complexes:** Many condominium complexes or common interest developments have restrictions on owners of upper floor units replacing carpet with wood or other hard surfaces. This restriction is due to the fact that hard floor surfaces on upper units can cause an increase in noise to owners of units located below such upper floor units. Buyer is advised to investigate this matter before making any changes to flooring in upper-level units in condominiums and other common interest properties with upper and lower floors owned by different owners.

15) **Geological, Soil and Drainage Inspection:** Brokers strongly recommend Buyer have a licensed geologist/soil expert inspect the subject property within the time frame indicated on the original deposit receipt and purchase contract, particularly because of Southern California's known expansive soil conditions. Buyer acknowledges many properties located in Southern California are susceptible to settling, slippage, earthquake and other movement which may cause damage, and subject property may be constructed on filled or improperly compacted soil, and may be subject to inadequate drainage, underground water or other such conditions. Buyer acknowledges abandoned and active oil and gas fields, and toxic waste sites are located throughout Southern California and may be located at or in the vicinity of subject property. Buyer shall rely on his/her own independent investigation and inspection of the geological, soil, and drainage condition of the property, and not upon any representations of the Seller or Broker(s) in this regard. Brokers are in no way recommending Buyer waive the geological inspection of the property, especially in hillside areas, as Broker(s) believe such an inspection is critical in determining the geological soils condition of subject property.

16) ☐ **(Check if applicable) Loan Modification (Short Payoff):** This agreement is contingent upon Seller's receipt of written agreement from existing lender(s) by no later than________________ to reduce its/their loan balance(s) (i.e., to accept a "Short Payoff") by an amount sufficient to permit the proceeds from the sale of the property (without additional funds from the Seller) to pay the existing loans, brokerage commission and Seller's closing costs, expenses, prorations, liens and other obligations required by this Agreement. If no agreement is obtained within said time, this agreement shall be terminated, unless the parties mutually agree to extend the time from obtaining such agreement. Unless and until said acceptance by lender is received in writing by Seller, Buyer acknowledges that the Seller may keep the property on the market for sale. If subsequent offers are received, Seller may submit such offers to the lender for review and approval. Seller is advised to seek advice from an accountant/attorney regarding possible tax and credit consequences.

17) Rented Equipment: If Seller has a Water Softening Device, Burglar Alarm System, Solar System, or Satellite Dish installed **on the property, Buyer** to investigate with Seller the status of the ownership or rental of these units. Units rented to the Seller will not be transferred to the Buyer without Buyer making a separate rental agreement with the various rental companies involved.

18) Information From Lender: Listing agent is authorized to contact Buyer's lender directly regarding process of loan application. Selling agent will provide listing agent with name and telephone number of lender.

19) California Fair Plan Insurance: Buyer is aware certain hillside and brush area properties may require California Fair Plan Insurance Coverage. Buyer should allow approximately 4 weeks for processing of this insurance application.

20) Report of Residential Property Records and Pending Special Assessment Liens: If the subject property is residential and located in the city of Los Angeles, Seller shall pay for and deliver to Buyer, prior to close of escrow, a "Report of Residential Property Records and Pending Special Assessment Liens" in accordance with Los Angeles City Ordinance No. 144.942.

21) Mandated Government Retrofit Items:

a) Water Conservation Certificate of Compliance (for property located in the city of L.A.): Buyer and Seller are aware of Los Angeles Municipal Code Section 122.02 requiring the Seller of Residential Property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section. Property shall have ultralow flow toilets in all bathrooms prior to close of escrow, as well as required flow restrictor showerheads per city ordinance.

b) Impact Hazard Glazing (for property located in the city of L.A.): Effective on any escrows closing on or after January 1, 1987, all external sliding glass doors (sliding part only) must be tempered glass or "impact hazard glazed" as required by city of L.A. Ordinance No. 161.136. Seller or Buyer shall pay for the cost to bring the property into conformance with this law prior to close of escrow. Seller or Buyer shall be allowed to use a safety film approved by the city of Los Angeles in lieu of replacing the glass with tempered glass.

c) Smoke Detector/Water Heater Compliance: Buyer and Seller are aware of California Health & Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real Property to provide buyer with a written statement indicating that the Property is in compliance with the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi dwelling units, including condominiums and townhomes, must be hardwired. Los Angeles City ordinance requires all water heaters to be double trapped as per city ordinance specifications.

d) Gas Shut-Off Valve (for property located in the city of L.A.): Buyer and Seller are aware of the city of Los Angeles Ordinance (No. 171874; Amended No. 174343). This ordinance is effective on any escrow opened on or after February 1, 2002 and requires the installation of seismic gas shut-off valves for residential and commercial buildings prior to the close of escrow. The sale of an individual condominium unit in a building requires the installation of seismic gas shut-off valve for all gas piping lines serving the building prior to the close of escrow. This ordinance makes the installation mandatory at close of escrow by the agreed upon party as stated in the Residential Purchase Agreement & Joint Escrow Instructions. Questions concerning this ordinance should be directed to the Los Angeles Department of Building and Safety at their toll-free number (888) 524-2845.

In addition to the Los Angeles City Retrofit requirements set forth herein, all real Property in California is subject to Statewide retrofit requirements related to smoke detectors, carbon monoxide detectors, and other statewide retrofit requirements. In addition, other Cities, Counties and Municipalities may have separate or additional retrofit requirements as a condition of closing escrow. If the Property is located outside of Los Angeles City, Buyer and/or Seller must comply with any such retrofit requirements. Buyer and Seller are advised to investigate this matter so as to satisfy the various retrofit requirements of the governmental entity in question.

22) Home Protection Plans: Buyer is aware that the standard Buyers Home Protection Plan generally does not include coverage for central A/C, pool, spa or roof. It is recommended that the parties specify exactly what coverage is being included if the purchase of a policy is part of this sale. Buyer understands that there are differences between the various companies as to the extent of coverage provided. Buyer and Seller acknowledge that although Broker(s) may provide names and supply literature on the availability of these plans, the selection of the individual plan is at the sole discretion of Buyer and Seller. Buyer and Seller are advised to make their own investigation as to the exact coverage and what limitation and exclusions individual policies contain.

23) Value: Buyer and Seller acknowledge and agree that while Broker(s) provide information regarding comparable properties to the subject property, the value of the property is subjective and Broker(s) cannot guarantee the current market value of the subject property. Further, Broker(s) makes no representation of any kind as to the future value of said property.

24) Escrow Process Complexity: The purchase agreement indicates a specific closing date; however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension would require the mutual consent of Buyer and Seller. Due to this possibility, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

25) Selection of Service Provider: All parties are aware that Brokers have a financial **interest** in Park Regency and Mid Valley Escrow and a Business Financial Relationship with Prospect Mortgage. Buyer and Seller are not obligated to use said services.

26) Broker(s) Responsibilities: Buyer and Seller acknowledge and agree Broker(s) are not responsible for Buyer's and Seller's performance of the terms and conditions contained in this purchase agreement, including all addendums, and Broker(s) are not responsible for, and make no warranties as to the condition of the property.

27) Schools: Buyer and Seller are advised that children living in the property may not, for numerous reasons, be permitted to attend the school nearest the property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the property. School district boundaries are subject to change. Buyer is advised to verify whether the property is now, and at the close of escrow will be, in the school district they understand it to be in, and whether residing in the property entitles a person to attend any specific school that Buyer is interested in. Broker recommends that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

28) Megan's Law Disclosure: Buyer is aware that a list of registered sex offenders is available on a computer database. This information is available through local law enforcement stations. For more information contact the local police department.

29) Pest Control Reports: In the event that Seller obtains more than one Pest Control Report pursuant to the current sale of property, Seller is required to provide copies of all such reports to Buyer. Seller's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained with said reports. Buyer is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, insects, or any other such "pests".

30) Mold, Mildew, Spores and Airborne Bacteria: Buyer and Seller are aware that along with the inspections that the Buyer has been urged to perform concerning the physical condition of the subject property, Buyer has the right to have the property inspected for Mol d, Mildew, Spores and Airborne Bacteria. Some types of Mold, Mildew, Spores or Airborne Bacteria are believed by Health Care Providers to cause illness in human beings. Generally, physical home inspectors DO NOT report on Mold, Spores and Airborne Bacteria. The Real Estate Brokers and Agent(s) have not made any representation, express or implied, as to the existence or non-existence of Mold, Mildew, Spores or Airborne Bacteria in or on the subject property. If the Buyer is concerned about the possible presence of Mold, Mildew, Spores or Airborne Bacteria in or on the subject property, Buyer is urged to have an environmental inspection by a qualified individual or entity. The statements of the Seller and/or other concerning Mold, Mildew, Spores or Airborne Bacteria have not and will not be verified by the Real Estate Broker(s) and/or Agent(s).

31) High Winds Disclosure: Buyer is aware that certain areas located in the San Fernando Valley (especially in the Northern portion of the San Fernando Valley) and numerous areas located in Santa Clarita Valley experience high winds, especially in winter months. During high winds, power companies may elect to shut down power to homes due to fire risks in any given area at any time of day or night and power may be off for multiple days. Buyer is advised to make an independent investigation of this during Buyer's physical inspection contingency period.

32) Proximity to Dam: Many communities are in close proximity to dams such as, but not limited to, Limekiln Canyon Dam, Van Norman Reservoir, Los Angeles Reservoir, Bouquet Canyon Dam, Castaic Dam, Pyramid Lake Dams and others. Buyer acknowledges that they have been advised the property may be in the vicinity of a dam. Buyer agrees to make his/her own independent and complete investigation of the effects, if any, on value, Buyer's use, enjoyment and safety of the subject property.

33) Plumbing:

a) Galvanized Pipe Disclosure: Several area builders have been the targets of class-action lawsuits alleging that they used inferior galvanized steel water pipes that have started to corrode and leak years after the homes were built. Many suits involve homes built between 1986 and 1995. Corrosion or damage to water pipes may not be discoverable by Buyer or Broker's visual inspection. Inspection by a licensed qualified professional is strongly recommended to determine the integrity of the plumbing system prior to the expiration of the inspection contingency period of the Purchase Agreement. If the property is a condominium or a unit in some other common interest subdivision, Buyer is advised to contact the Homeowner's Association about any pending litigation, repairs or retrofit work and the possibility of any increased fees or special assessment to defray the cost of litigation, repairs or retrofit. Buyer and Seller acknowledge that Broker(s) are not experts regarding the plumbing matters that are the subject of this disclosure.

b) ABS Piping: Buyer is aware that homes built or remodeled from 1985 through 1990 may contain defective ABS Plastic Drain Waste and Vent pipe that is subject to failure. If an inspection is ordered, Buyer is urged to have the inspector determine if ABS plastic pipe is present.

34) Juvenile Jail Facilities: Buyer is aware that the juvenile jail facilities such as "Camp Scott" and "Camp Scudder" located on the east side of Bouquet Canyon Road near Shadow Valley Lane and the juvenile jail facilities in Sylmar near the 210 freeway and others exist near residential areas. Buyer agrees to make their own independent and complete investigation of the effects, if any, on value, or Buyer's use, enjoyment and safety of the subject property.

35) County Jail Facilities: Buyer is aware that the Los Angeles Jail "Pitchess Honor Ranch" is situated on the east side of the 1-5 freeway near Castaic. The so-called "holding facility" on the county jail site for felons awaiting trial is generally considered to be a high security prison. This county jail also serves as a medium security for misdemeanor prisoners.

36) Pets and Animals: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the property. Odors from animal urine contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and may not be eliminated by cleaning or replacing carpets or other cleaning. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Broker(s) do not have expertise in this area.

37) Sand and Gravel Mining Operation Proposal: Buyer is aware that the Los Angeles County Regional Planning Commission has recently voted on a proposal to establish a sand and gravel mining operation with appurtenant facilities, located at 12101 Soledad Canyon Road, about two miles east of the city of Santa Clarita. Concerns have been expressed by the community regarding this project with respect to the possibility of creating noise, air pollution and increased congestion from heavy truck traffic. To obtain further information, Buyer is advised to contact the Los Angeles County Regional Planning Commission, 320 W. Temple St., Ste. 170, Los Angeles CA 90012, (213) 974-6409.

38) Death and Other Disclosures: Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death. However, California Civil Code Section 1710.2 provides that a seller has no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or (regardless of the date of occurrence) that an occupant of that property as afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lyphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."

39) Defective Furnaces:
The U.S. Consumer Product Safety Commission (CPSC) has issued a warning regarding certain gas-fired horizontal forced-air furnaces that present a substantial risk of fire. The furnaces in question were manufactured from 1983-1994 by Consolidated Industries (formerly Premier Company) and were marketed under many different brand names. Homes built before 1983 or after 1994 could still have the furnaces in question due to replacements or remodeling. It is recommended that you have this issue investigated by a qualified professional to determine if the furnaces any property you are selling or buying is defective and/or dangerous. Local gas companies will inspect at no charge, and if the furnace is one of the models in question, will indicate that it should not be used. The gas company will not, however, make specific recommendations as to repairs and/or replacement. If the furnace presently installed at the property falls within the category identified by the CPSC, a professional with expertise regarding gas furnaces should be retained to make a more specific determination. Please visit website: *www.cpscgov/talk.htm.*

REAL ESTATE BROKERS AND AGENTS ARE NOT QUALIFIED TO INSPECT FURNACES OR MAKE ANY RECOMMENDATIONS OR DETERMINATIONS CONCERNING POSSIBLE DEFECTS OR HEALTH AND SAFETY ISSUES. THE PURPOSE OF THIS DISCLOSURE IS TO PUT SELLERS AND BUYERS ON NOTICE TO CONDUCT THEIR OWN DUE DILIGENCE REGARDING THESE MATTERS, BUYERS ARE TO UTILIZE THE DISCLOSURES GIVEN AND TO SATISFY THEIR OWN CONCERNS. IF ANY. BUYERS ACKNOWLEDGE THAT THEY HAVE READ THIS DISCLOSURE AND UNDERSTAND ITS CONTENTS.

40) Buyer's Subsequent Purchase: In the event this transaction is not concluded within twelve (12) months following the date of this offer, should Buyer or any related person, acting directly or indirectly, acquire the property or any interest in the property from Seller, Seller agrees to pay commission as set forth in Seller's Listing Agreement or, if there is no listing agreement, as specified in the original Purchase Agreement between Seller and Buyer. For purposes of this Agreement, "related person" includes any person related by blood, marriage, or business relationship, and any entity that controls or is controlled by Buyer or any related person, excluding Brokers, herein.

41)Supplemental Property Tax Bill: Effective January 2, 2006, AB459 added Civil Code Section 1102.6c. *"Notice of Your Supplemental"* Property Tax Bill" states: *"California property law may require the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your local Tax Collector's Office."*

42)Archive/Storage Fee: The parties represented by Park Regency Company in this transaction shall pay an Archive Fee of $79 to Park Regency Company for file archiving and storage.

43) Baseline Mansionization Ordinance: Buyer is advised that the City of Los Angeles has adopted a Baseline Mansionization ordinance (Los Angeles City Ordinance #179883) which may affect Buyer's intended use of the subject property. For those properties subject to the Ordinance (generally all single-family residentially zoned properties not located in a Hillside area or Coastal Zone) the Ordinance imposes restrictions on the square footage allowable for both new construction and additions to existing structures on the property. Buyer is advised to obtain a copy of this ordinance and to contact the appropriate City agency directly to determine its impact, if any, on the subject property. Buyer may also visit the following website: http://zimas.lacity.org. In addition to the above referenced ordinance, the City of Los Angeles has adopted interim Ordinance #179184 potentially impacting square footage requirements for single-family residentially zoned properties in the Sunland-Tujunga area. Buyers purchasing in this area are advised to obtain a copy of this ordinance and to contact the appropriate City agency to determine its impact, if any, on the subject property. Broker does not have expertise in this area and strongly recommends that Buyer verify, prior to removing inspection contingencies, whether these Ordinances will have any effect on the Buyer's intended use of the subject property.

44) Sediment Placement Sites (SPS): Buyer is advised that the property may be in the vicinity of a Sediment Placement Site (SPS). The Los Angeles County Flood Control District has established these sites to place the sediment being removed from debris basins throughout Los Angeles County. These sites are designed for putting soil and rock only, and not for dumping garbage or any other materials. Currently there are approximately 20 active SPSs throughout Los Angeles County with seven located within or near the boundaries of the San Fernando and Santa Clarita Valley. Such SPS sites currently exist in Sylmar (May Canyon), Chatsworth (Brown), Santa Clarita (Wildwood), Toluca Lake (Aqua Vista) and Sunland/Tujunga (Zachau, La Tuna, Blue Gum). A map of these SPS sites may be found at www.srar.com *(click on MLS tab on top of homepage and go to Neighborhoods/Areas tab)*. Buyer agrees to make his/her own investigation of these sites and their effects, if any, on the value and Buyer's enjoyment of the property.

45)Wildlife: Buyer has been informed that various types of wildlife appear in residential neighborhoods throughout the San Fernando Valley and surrounding areas. Coyotes, undomesticated cats, snakes, owls, and other birds of prey as well as other such wildlife may be injurious to property, pets, and small children. Buyer is advised to investigate this matter during Buyer's contingency period.

46) Potable Water to Support Future Improvement to Property: Buyer is made aware that in the County of Los Angeles there are new requirements effective January 1, 2003, for the expansion and development of real estate. Buyer is advised to do an independent investigation of the "Potable Water Availability Requirements for Residential and Commercial Development" including whether "public" or "certified well water" source is available and the performance of soil evaluation "percolation" tests for private sewage disposal. Buyers in unincorporated areas of the County of Los Angeles should contact the County of Los Angeles, Department of Health Services Environmental Health or the Los Angeles County Department of Public Works (website www.Ladwp.org).

47) Mulholland Scenic Parkway Specific Plan: Buyer is aware that all property situated in the City of Los Angeles bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/County boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan (City of Los Angeles Ordinance #167943). If the property lies within this Specific Plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate the impact the Specific Plan may have on subject Property. Buyer may obtain an official copy of the ordinance by contacting the Los Angeles City Ordinance Division at (213) 978-1133.

48) Protected Tree Preservation: Buyer is aware of the existence of a Los Angeles City Ordinance (Ordinance #177404) that regulates and encourages the preservation of oak trees and other "protected trees" within the City of Los Angeles. For more information regarding which trees fall within the category of "protected trees" and what restrictions apply to such trees and before removing, relocating, or altering any trees on subject property, Buyer is advised to contact the City of Los Angeles, Urban Forestry Division at (213) 847-3077. A permit is generally required to relocate, remove, or alter any protected trees. The Seller and Real Estate Brokers are not experts in this area and cannot give specific advice to Buyer with regard to this matter. Buyer may also visit bss.lacity.org/urbanforestrydivision/index_UFQandA.htm for additional information.

49)Community Boundaries: Within the City of Los Angeles there are many communities such as Sherman Oaks, Woodland Hills, Valley Village, Valley Glen, etc. The Los Angeles City Council is the governmental entity that approves the actual boundaries of these neighborhoods. The official boundaries of each of these communities are delineated in the official maps approved by the LA City Council. These maps can be found on the LA City Council website or at www.srar.com *(click on the MLS tab at the top of the homepage and go to Neighborhood Boundary maps)*. Buyer and Seller are advised not to rely on the US Postal Service or LA County Assessor's information to determine the actual boundaries of any particular community as these records are not always accurate. Buyer and Seller are advised to check the official LA City Council maps to determine the actual boundaries of the various communities.

50) Proposed High-Speed Rail Between Burbank and Palmdale: Buyer is informed that the State of California is considering the route of a high-speed rail line between Burbank and Palmdale. When such a rail line is constructed, there will be numerous items impacting surrounding neighborhoods including, but not limited to, noise factors of construction train operations and possible eminent domain issues. Real Estate Brokers cannot give any opinion on when this high-speed rail will be constructed nor where the high-speed rail will ultimately be constructed. The State of California is currently contemplating numerous routes for said rail line. While it is likely that property values in the area surrounding this project will be impacted, Real Estate Brokers are not in a position to determine what impact this project would have on any particular property. Buyer is advised to contact the California High-Speed Rail Authority directly with any questions concerning this proposed construction. California High-Speed Rail Authority headquarters in Sacramento can be reached at 916-324-1541 or by email at info@hsr.ca.gov. The local Southern California office can be reached at email address Southern.California@hsr.ca.gov.

51) Installation of Carbon Monoxide Detectors: California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013, requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time- share and apartment, among others.

52) Porter Ranch/Aliso Canyon Disclosure: Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, buyer is informed that The Term Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oils wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and real estate brokers and their agents do not have the expertise to advise buyer on any impact said oil wells may have on the subject property. Buyer is advised to investigate this matter during buyer's investigation contingency period. Buyer may visit the proposed project website at http://www.northalisoproject.com and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling.

Buyer is advised that in certain areas of Porter Ranch and Granada Hills there was a temporary air pollution situation, resulting from a natural gas well leak in Aliso Canyon, north and west of the area. The State of California has certified that this leak has been sealed as of early February 2016. Other wells in the area are being inspected by the State of California and local authorities. Broker has no knowledge as to whether this temporary situation will affect any future home prices in the area. Buyer can obtain further information from the California State Department of Conservation – Division of Oil, Gas and Geothermal Resources at 805-654-4761.

53) Los Angeles City Earthquake Retrofit Safety Regulations: The Los Angeles City Council has enacted seismic regulations requiring an estimated 15,000 buildings be retrofitted so they will better withstand a potential earthquake. Two types of buildings are targeted by this legislation- concrete buildings and boxy wood-frame apartment complexes built on top of carports. Property owners will have seven years to retrofit wood apartments and 25 years to fix concrete buildings. The cost of retrofitting such buildings will be substantial and any potential buyer of such properties is advised to investigate this matter during buyer's investigation contingency period. Buyer is advised to check directly with the Los Angeles Department of Building and Safety for further information on this subject.

54) Woolsey Fire Disclosure and Advisory. Buyer is aware that **in November 2018, a massive fire swept through a large portion of Los Angeles and Ventura counties, including large portions of Thousand Oaks, Calabasas, Agoura, West Hills, Oak Park, Simi Valley, Malibu, and other surrounding areas.** Many homes were destroyed or severely damaged by the fire. **Other homes in the vicinity of the fire may have suffered damages either to the exterior or the interior of the property even if there is no outward appearances of damage.**

If Buyer is purchasing vacant land where a property was destroyed or property with partially destroyed structures as a result of the fire, Buyer is strongly advised to investigate Buyer's ability to build on said land by checking directly with the Buyer's licensed contractor, structural engineer, geologist and other appropriate professionals as well as checking directly with the local municipality which governs building in the area in question, during Buyer's investigation contingency period. Buyer agrees and understands that neither the Seller nor Real Estate Brokers or their Agents can make any representations as to what can be built on said sites or the cost factors associated with any such building. As such, Buyer acknowledges and agrees that Buyer is not relying on any representation of Seller or Real Estate Brokers or their Agents with regard to these matters.

Buyer is advised to take all necessary steps to protect his or her interests while investigating the condition of the Property so as to thoroughly assess the impact of these fires. In addition to the items referenced above, this includes, but is not limited to the following matters: the ability to obtain fire insurance of said Property; investigating the Property and surrounding areas for any potential contamination or damage resulting from the fires; investigating the potential for mudslides or similar future damage in the vicinity of the Property as a result of the fire; the availability of financing for the Property; the existence of any liens or claims on the Property for debris removal costs and/or claims or costs for any other issues related to the fire and its aftermath.

Buyers are advised to consult with their own legal and insurance professionals regarding all matters related in any way to the above referenced fires. Real Estate Brokers and their Agents do not have expertise in these matters and have not and will not independently verify any of the above.

55) Hillside Ordinance: Buyer is advised that Hillside Property in the City of Los Angeles and other cities may be subject to and impacted by local ordinances providing for special Hillside Property requirements. If the Property is a Hillside Property, Buyer is advised to obtain a copy of these ordinances to determine their impact, if any, on the Property. Information regarding the Los Angeles Hillside Property ordinances can be obtained from the City of L.A, Dept of Building and Safety.

56) Compliance with Home Hardening and Defensible Space Requirements: Residential 1-4-unit properties located in either high or very high severity fire zones are required to be in compliance with various State laws, and local laws, where applicable, related to Home Hardening and Defensible Space. Buyer has been informed and acknowledges that there may be cost factors associated with bringing the Property into compliance with these laws after the close of escrow. Buyers are advised to investigate this matter during buyer's investigation of Property contingency period. Brokers do not have expertise in this area, and buyers are advised to consult with their own professionals with regard to these requirements and the potential cost factors associated with this.

57) Electrical Outages: Buyer is aware that due to the water shortage, climate change and the plethora of fires in California, intermittent electrical outages are a potential for all areas of the State. The electric company servicing the area in which the Property is located, may have to make decisions to have periodic electricity outages which may impact the Property. Buyer is advised to investigate this matter during buyer's investigation contingency. Broker does not have expertise in this area and cannot give buyer any guidance on this issue.

58) Purchase or Sale by One Spouse: If one spouse is purchasing or selling the Property as his or her sole and separate Property, Buyer and Seller are aware that the Title Insurance Company may require said spouse to obtain written approval from the other spouse in order to obtain Title Insurance on the Property.

59) Measure ULA: The City of Los Angeles has adopted measure ULA, which went into effect April 1, 2023. Measure ULA is an additional special real property transfer tax on conveyances of real property above a certain dollar amount. Buyer and Seller are advised to consult with a tax or financial professional with regard to the impact of this measure on the Property. Real Estate agents do not have expertise in this area and cannot advise clients on the various elements of this City of Los Angeles ordinance. Additional information can be found on the City of Los Angeles website, https://finance.lacity.gov/faq/measure-ula.

Date:______________________ Date: 05/03/2026

Buyer:______________________ Seller: Thomas M. Smith

Buyer:______________________ Seller:______________________

CALIFORNIA ASSOCIATION OF REALTORS®

SELLER INSTRUCTION TO EXCLUDE LISTING FROM INTERNET

(C.A.R. Form SELI, Revised 6/24)

This is an addendum ("Addendum") to the Listing Agreement ☐ Other ______ ("Agreement") dated ______ on property known as *23439 Avenida Rotella, Santa Clarita, Ca 91355* ("Property"), in which *Giovanna M Spatrisano* is referred to as Seller an *Park Regency* is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the 6/12/26 Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale. The MLS may further transmit the MLS database to Internet sites that post property listings online, including national compilations of properties for sale.
2. **MANDATORY SUBMISSION TO MLS:** The MLS generally requires brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property or vacant lots to the MLS within **1 business day** of any public marketing. However, in accordance with MLS rules, Broker can elect to exclude certain listing information from appearing on certain Internet sites even if the listing is submitted to the MLS, if within that same period Broker submits to the MLS such an instruction signed by Seller (such as this form or a local equivalent form).
3. **SELLER OPT-OUT OF INTERNET DISPLAY:** Seller understands and acknowledges that if either **paragraph 3A** or **3B** is checked, consumers who search for listings on Internet sites may not see information about the Property or its address in response to their search.
   A. ☐ **Exclusion of Property from Internet:** Seller requests that Broker advise the MLS that Seller does not want the Property to be displayed on the Internet.
   OR B. ☐ **Exclusion of Property Address from Internet:** Seller requests that Broker advise the MLS that Seller does not want the address of the Property to be displayed on the Internet. Seller understands and acknowledges that **(i)** if this option is checked, consumers who search for listings on Internet sites may not see the Property's address in response to their search; and **(ii)** all requests are subject to MLS rules.
4. **SELLER OPT-OUT OF FEATURES ON MLS PARTICIPANT AND SUBSCRIBER WEBSITES OR ELECTRONIC DISPLAYS:** Seller understands and acknowledges that if **paragraph 4A** or **4B** or both is/are checked **(i)** this opt-out applies only to the Websites or Electronic Displays of MLS participants and subscribers who are real estate broker and agent members of an MLS; **(ii)** other Internet sites may or may not have the features set forth herein; and **(iii)** neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
   A. ☐ **Exclusion of Comment or Property Review Feature from MLS Participant or Subscriber Websites or Electronic Displays:** Seller requests that Broker advise the MLS that Seller does not want visitors to MLS participant or subscriber Websites or Electronic Displays that display the Property listing to have **(i)** the ability to write comments or reviews about Seller's Property on those sites; or **(ii)** the ability to link to another site containing such comments or reviews.
   OR B. ☐ **Exclusion of Automated Estimate of Property Value Feature from MLS Participant or Subscriber Websites or Electronic Displays:** Seller requests that Broker advise the MLS that Seller does not want MLS participant or subscriber Websites or Electronic Displays that display the Property listing **(i)** to create an automated estimate of the market value of the Property; or **(ii)** the ability to link to another site containing such automated estimate of the market value of the Property.

By signing below, Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller [signature] *Giovanna M Spatrisano* Date 05/03/2026
Seller [signature] Date 05/17/2026
Real Estate Broker (Firm) *Park Regency* DRE Lic. # *01231306*
By (Broker or Office Manager) ______ DRE Lic. # ______ Date ______

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. *a subsidiary of the California Association of REALTORS®*

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety(with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:*

- ☐ Helpful
- ☐ Too detailed
- ☐ Not detailed enough
- ☐ Clearly written
- ☐ Confusing

- ☐ The booklet helped me to locate earthquake weaknesses in my home.
- ☐ I have strengthened my home to resist earthquakes.
- ☐ I plan to fix my home's earthquake weaknesses.
- ☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was ________.

Comments: ________________________________

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: ***23439 Avenida Rotella, Santa Clarita, CA 91355***

Date ________ **Time** ________ ________________ (Buyer's signature) ________________ (printed name)

Date ________ **Time** ________ ________________ (Buyer's signature) ________________ (printed name)

Date ________ ________________ (Buyer's Agent's signature) ________________ (printed name) ________________ (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPYOF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: ***23439 Avenida Rotella, Santa Clarita, CA 91355***

Date 05/08/26 Time 1:31 PM PDT Authentisign Giovanna M Spatrisano (Sellers's signature) ***Giovanna M Spatrisano*** (printed name)

Date ________ Time ________ ________________ (Sellers's signature) ________________ (printed name)

Date05/08/26 Authentisign Timothy Byron Atwood (Seller's Agent's signature) ***Tim Atwood*** (printed name) ***Park Regency*** (Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPYOF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

CALIFORNIA ASSOCIATION OF REALTORS®

MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
   A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

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

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

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

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

(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

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

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

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

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

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

Buyer ______________________________ Date ____________

Buyer ______________________________ Date ____________

Authentisign
Seller *Giovanna M Spatrisano* Date 05/08/26

Giovanna M Spatrisano

Seller ______________________________ Date ____________

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SOUTHLAND REGIONAL ASSOCIATION OF REALTORS®

Santa Clarita Valley, Antelope Valley and Surrounding Areas Disclosure and Advisory

Property 23439 Avenida Rotella, Santa Clarita, CA 91355 *"Subject Property"*

Seller and Buyer understand and agree that this Local Area Disclosures statement is not a complete list of all matters concerning Property, or residing in, the Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities, or matters that are otherwise significant. Also, the entity, phone numbers, and/or websites that are included may not be the only source of information. Buyer is strongly encouraged to conduct a careful, thorough, independent, and complete investigation of all matters relating to the decision to purchase Property and all other matters that Buyer deems appropriate to make an informed and voluntary decision, including, but not limited to, consulting with appropriate specialists, experts, or other professionals.

For Completion by the Seller

Answer the questions below.

1. Solar

Does the property have a solar panel or power system? ☐ Yes ☒ No GMS

If yes, is the unit ☐ Leased ☐ Owned without financing ☐ Owned with financing ☐ Power Purchase Agreement

Company ______ Phone ______

a. Do you have copies of Solar Documents and Agreements? ☐ Yes ☐ No

b. Do you have a PACE, HERO or SCEIP Loan? ☐ Yes ☑ No

c. Seller to provide copies of any and all Solar Documentation and Agreements in their possession to Buyer.

d. Buyer may or may not be able to qualify for existing payments and/or assuming a current loan of a solar purchase.

2. Common Mailbox

Is the mailbox located in a common cluster mailbox? ☐ Yes ☒ No GMS If Yes, what is the mailbox number? ______

Location of Mailbox ______

Disclosures for All Areas

1. **BESS- Battery Energy Storage Systems:** There are multiple and various projects associated with lithium batteries and large-scale storage systems throughout the State of California, including in Santa Clarita near Sierra Highway and Soledad Canyon called the Terra-Gen project. Buyer is advised to investigate this matter during Buyer's investigation of Property contingency with appropriate professionals and governmental entities as to current facilities, and systems as well as any future facilities and systems that may be implemented in the area.

2. **Cell Phone Towers:** Buyer is aware that cell phone towers may be in close proximity to the subject property, and new towers or changes to existing towers may occur at any time. Buyer is advised to investigate the existence of cell phone towers in the area, and any planned or proposed changes to or additions of cell towers in the future.

3. **Compliance with Home Hardening and Defensible Space Requirements:** Residential 1–4-unit properties located in either high or very high severity fire zones are required to be in compliance with various State laws, local laws, where applicable, related to Home Hardening and Defensible Space. Buyer has been informed and acknowledges that there may be cost factors associated with bringing the Property into compliance with these laws after the close of escrow. Buyer is advised to investigate this matter during Buyer's investigation of Property contingency period. Brokers do not have expertise in this area, and Buyer is advised to consult with their own professionals with regard to these requirements and the potential costs factors associated with this.

4. **Construction Defect Litigation:** Some builders and developers have been the subject of class action and/or construction defect lawsuits. Seller and Buyer are advised to make their own investigation as to whether the Property, the Seller's interest in the Property, and/or the interest of a prior owner of the Property have been the subject of any such litigation. If so, the Seller and Buyer are advised to make their own investigation as to whether any defective condition to the Property, whether or not disclosed in the Transfer Disclosure Statement or other disclosures, is subject of such litigation. Except as may be otherwise stated in the Transfer Disclosure Statement or other disclosures, Broker has made no independent investigation regarding this matter.

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5. **County, Juvenile and State Prison Facilities District (Correctional Facilities):** Buyer is aware that there are Correctional facilities located throughout Southern California. The state and county prisons may house inmates (both male and female) classified as minimum, high-medium, and maximum custody inmates. These facilities include, but are not limited to:

- California State Prison - Los Angeles County and the Mira Loma Detention Center are situated on the west side of the City of Lancaster between 50th and 60th Street West and Avenues J and I. There is also the California City Correctional Facility located at 22844 Virginia Blvd.
- The Los Angeles jail facility "Pitchess Detention Center is situated on the east side of the I-5 freeway near Castaic.
- Juvenile jail facilities: Buyer is aware that juvenile jail facilities "Camp Munz" and "Camp Mendenhall" are situated in the southwest corner of the Antelope Valley in Lake Hughes and that the Challenger Memorial Youth Center is located at 5300 West Avenue I in Lancaster, and Camp Joseph Scot and Camp Kenyon Scudder is located at 28700 Bouquet Canyon Road in Saugus.

These facilities may be expanded from time to time to meet the needs of the State and County prisons. Buyer is advised to investigate the impact of these facilities, if any, on the decision to purchase. For more information go to www.lasd.org and www.cdcr.ca.gov; probation.lacounty.gov.

6. **Electrical Outages:** Buyer is aware that due to the water shortage, climate change and the plethora of fires in California, intermittent electrical outages are a potential for all areas of the State. The electric utility company servicing the area in which the Property is located, may have to make decisions to have periodic electricity outages which may impact the Property. Buyer is advised to investigate this matter during Buyer's investigation contingency. Broker does not have expertise in this area and cannot give Buyer any guidance on this issue. Buyer is advised to consult their local provider regarding this matter.

7. **Flooring Disclosure**: Neither Seller nor Broker makes any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to conduct their own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed "hardwood" or "wood" floors exist at Subject Property, Buyer understands this is NOT a representation or guarantee that all flooring is wood or hardwood and is not a representation or guarantee as to the condition of said flooring.

8. **Flooring in Condominium and Common Interest Complexes:** Many Condominium Complexes or Common Interest Developments have restrictions on owners of upper floor units replacing carpeting with wood or other hard surfaces. This restriction is due to the fact that hard flooring surfaces on upper units can cause an increase in noise to owners of units located below such upper floor units. Buyer is advised to investigate this matter before making any changes to flooring in upper-level units in Condominiums and other Common Interest properties with upper and lower floors owned by different owners.

9. **Future Development, Land Use, and Neighborhood Conditions:** The Santa Clarita Valley, Antelope Valley, Acton and Agua Dulce and the surrounding unincorporated communities, is a region still undergoing significant real property development. The impact of growth and development may alter or affect Buyer's anticipated use and enjoyment of the Subject Property. Contact local town councils and local agencies, including but not limited to local Planning Departments for more information on projects.

Although a so-called "Master Plan" and/or "Specific Plans" may exist, it is neither fully approved nor does it describe all areas of the valleys or surrounding areas. Tracts of unimproved land are in various stages of planning and/or approval for the construction of residential, commercial and industrial buildings. Buyer is advised that ultimate use of land adjoining or even remote from the Subject Property is, or may be, the subject of proposed, planned or approved, but as yet not started, development. Such development may result in neighborhood, community and regional changes including, but not limited to: changing the proximity of hospitals and fire protection services, may impair existing or anticipated views, may affect neighborhood traffic and noise by the opening of cul-de-sac streets into previously undeveloped land or other nearby streets, the widening of existing streets, the building of entirely new roads, streets or freeways and the construction of appropriately zoned structures near to, or otherwise affecting, the Subject Property. Vacant lots that may be adjacent to a property may be improved and could affect Subject Property and any views. Buyer is further advised to investigate all such matters with appropriate government agencies. Buyer is advised to investigate the known and/or prospective implementation of development plans and projects and the effects, if any, on the value, use, enjoyment of the Subject Property in conjunction with Buyer's investigation of the Property.

10. **Gas Shut-Off Valve Availability**: Buyer is advised Earthquake Shutoff Valves are available, but not required in certain areas. Buyer is advised to investigate the operation, installation, cost and protection this valve may offer in an earthquake.

11. **High-Speed Rail Proposal**: Buyer is informed the State of California is considering the route of a high-speed rail line between Northern and Southern California. Buyer and Seller are advised that the California High-Speed Rail Authority has indicated that a route for a High-Speed Train will include running through the Antelope and Santa Clarita Valleys, and further north and south beyond these areas. The State of California is currently contemplating numerous routes for said rail line. During the construction period there will be numerous items impacting surrounding neighborhoods including changes in traffic patterns, heavy machinery, construction noise, dust and other construction related issues, train operations and possible eminent domain issues will be expected. Real Estate Brokers cannot give any opinion on when this high-speed rail will be constructed nor where the high-speed rail will ultimately be constructed. While it is likely property values in the areas surrounding this project will be impacted, Real Estate Brokers are not in a position to determine what impact this project would have on any particular property.

Buyer is advised to satisfy any and all concerns directly with any questions concerning this proposed construction by contacting the California High-Speed Rail Authority at (916) 324-1541 or visit www.hsr.ca.gov, or by email at info@hsr.ca.gov. The local Southern California office can be reached by email at southern.California@hsr.ca.gov.

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12. **High Winds:** Buyer is informed that the Santa Clarita Valley, Antelope Valley, Acton and Agua Dulce and the surrounding unincorporated communities experience high winds from time to time. High winds can result in blowing dust, sand, debris and other airborne particulates. Winds can damage, including but not limited to, roofing shingles and tiles and cause trees to fall. During high winds, power companies may elect to shut down power to homes due to fire risks in any given area at any time of day or night and power may be off for multiple days. Buyer is advised to conduct Buyer's own independent investigation of this matter during Buyer's investigation time period for the Property.

13. **Homeowner's Associations (HOA) Complexes Litigation and Insurance Issues:** There has been an ongoing insurance crisis in California and this has affected and can affect complexes governed by an HOA whereby HOA's can be greatly underinsured and due to rising costs of insurance can lead to assessments and/or HOA dues increase or a combination of both. Buyer is advised to check into all aspects of an HOA, including but not limited to all financials, insurance issues, repair projects now and in the future, reserve studies, litigation, assessments, and dues increases. Litigation and/or insurance issues, as well as financial documents such as but not limited to reserve studies can result in lenders not being able to loan on the properties or being able to lend but at more down payment requirements and higher interest rates.

14. **Horse/Livestock Zoning:** Buyer is advised the mere presence of horses or other livestock or animals on or near adjacent properties does not necessarily mean that the Subject Property is zoned for horses or other livestock or animal boarding. Buyer is advised to conduct a thorough investigation with appropriate entities, such as the County of Los Angeles. For more information, search at planning.lacounty.gov/.

15. **Landfills:** The Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities are in close proximity to current landfill sites and/or the possibility of other landfill sites unknown to Seller or Broker(s). Landfills in the area may continue to expand and increase their land use, as well as increase the types (hazardous waste, non-hazardous) and tonnage of waste deposited into the landfill on a daily and weekly basis. Current Landfills include, but are not limited to, Sunshine Landfill off San Fernando Road in Sylmar, Chiquita Canyon Landfill located in LA County off Highway 126 on Henry Mayo Drive adjacent to Val Verde and near Castaic, Antelope Valley are the Antelope Valley Public Landfill I at 1200 West City Ranch Road, Palmdale, the Lancaster Landfill and Recycling Center at 600 East Avenue F, Lancaster, and the Kern County Landfill at 400 Silver Queen Road in Mojave. Buyer shall make Buyer's own investigation of the effect, if any, on the value and the Buyer's use and enjoyment of the Property resulting from the Property's proximity to landfill sites. Buyer should also be informed of the rise in illegal dumping on private property (California Penal Code 374.3). To report illegal dumping, call (888) 838-6746 or visit www.CleanLA.com. Additionally, there may be class action lawsuits and/or lawsuits that may be filed at any point in time relating to effects of landfills in a community, including but not limited to noxious odors, health concerns and more.

Chiquita Canyon Landfill has had issues with odors emanating from the landfill, resulting in various lawsuits being filed by various lawyers, as well as a class action lawsuit, over noxious odors and health concerns. There has been a good deal of media attention surrounding the issues. Various meetings have taken place and various agencies are involved, including but not limited to Supervisor Kathryn Barger's office for LA County, the EPA, Southcoast Air Quality management. **As of January 1, 2025, Chiquita Canyon has chosen to close its active waste disposal operations and not accept solid waste but clean-up efforts may continue at the location. It is unknown at this time future effects of this closure, including but not limited to rate increases for trash services.** For more information, Buyers may go online including but not limited to the following: https://www.chiquitacanyon.com www.somlawyers.com, https://kathrynbarger.lacounty.gov/, , www.aqmd.com, www.epa.gov

Sunshine Landfill has also been the subject of various law firms claiming issues with the landfill. For more information, Buyers may go online at https://www.aqmd.gov/home/research/pubs-docs-reports/newsletters/jan-feb-2024/landfill-updates.

16. **Landscape Maintenance Districts:** All areas may have a landscape maintenance district. A "landscape maintenance district (LMD) is a special district established within a city of municipality where property owners within a designated area contribute funds through a special assessment to pay for the ongoing maintenance and improvement of public landscaping within that district, providing benefits specifically to those properties located within its boundaries; essentially, it allows for enhanced landscaping beyond what is typically provided by the city at large, funded by the property owners who directly benefit from it. The amount of the assessments and the services performed within the district are subject to changes and may increase and maintenance or services may be shifted to individual homeowners. Buyer is advised to check all aspects relating to property taxes, landscape maintenance districts, assessments and services for Subject Property including but not limited to contacting the local government's Public Works department which oversees collection of special assessments from property owners within a district.

17. **Licensed and Community Care Facilities:** Buyer is advised licensed care facilities may be found in any neighborhood and are protected by State law. Buyer shall conduct their own investigation of such matters and will not rely on Brokers or Agents for information regarding the nature and location of these facilities.

18. **Mail Delivery:** Buyer is advised to ask Seller and to check with local agencies as to local mail delivery guidelines, as many areas may not have mail delivered to the properties, depending upon the location of the Subject Property.

19. **Mello-Roos, Community Facilities District Taxes and Bonds:** Many areas have Mello-Roos Taxes, Community Facilities District Taxes (CFD) and/or Bonds. A CFD is a special tax district created by state law to finance public improvements and services in a specific area. CFD's are also known as Mello-Roos Districts. Buyer should be aware they may be subject to change in amounts and duration and Buyer should not rely on these types of taxes or bonds ending and should check with appropriate entities and administrators regarding these taxes and bonds as to amounts and duration. Natural Hazard Reports that Buyers receive through escrow are sources to show Mello-Roos, Bonds and taxes and administrator contact information.

20. **Metrolink and/or Other Railway Service:** Buyer is advised the Subject Property may be situated in or near one of the service areas of Metrolink and/or other railway service. Train services operate 24 hours a day. There may be nuisances including, but not limited to, noise or vibration, possible traffic delays due to train traffic, traffic to and from rail stations, and other possible nuisances.

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21. **Multiple Parcels, Property Tax Bills and NHD Disclosure**: Subject property may have multiple parcels and multiple property tax bills separate for each parcel. Buyers are responsible for making sure at tax time that all parcels are covered and paid for or there may be future legal and monetary issues and liabilities, including but not limited to fines, liens and loss of parcel(s) at Tax Sale. If Buyers choose to impound their property taxes with their lender, Buyers should receive Information Only bills and it is Buyers sole responsibility to make sure their property taxes are being paid by lender and/or Buyers on ALL parcels associated with Subject Property.

Further, Seller(s) are required to provide Buyer(s) with Natural Hazard Disclosure Report that covers all parcels; i.e. multiple reports or report with Addendum covering all parcels. For more information about property taxes, go to www.lacountypropertytax.com.

22. **National Forest Lands:** Buyer is advised the Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities are near and, in some locations, adjoins the Angeles National Forest or Los Padres National Forest. Said National Forest is a natural wildlife habitat and is also used for a variety of recreational purposes.

23. **Oak Tree Ordinance:** The Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities have ordinances regarding oak trees, including, but not limited to, use, maintenance, trimming, cutting, removal, and pruning of any oak tree. There are permit guidelines as part of the ordinance. Buyer is advised any oak trees on or near the property may interfere with modifications or additions to property and may interfere with the use, expansion, and enjoyment of the Subject Property. Buyer is advised to consult appropriate professionals and agencies regarding any oak trees near or on the Subject Property.

24. **PACE/HERO Improvements:** Los Angeles County has implemented a program that assists homeowners to install energy efficient, renewable energy and water saving improvements to their properties. The program is known as the Los Angeles County Residential Property Assessed Clean Energy Program ("PACE"). Payment for the home improvements is financed annually by an assessment on the homeowner's property which shows on the owner's real property tax bill. The assessment is a lien on the property just as real property taxes are a lien. When the property is sold or otherwise transferred, the assessments continue as a property lien. This lien is similar to a property tax lien in that it has "super priority," which means it is senior to all private liens including deeds of trust and mortgages. Payment of the assessment liens is due at the same time as property taxes are due.

25. **Post Burn Issues/Mudflow:** Many areas in Southern California periodically suffer damage due to brush fires and firestorms that ravage an area. Rains can pose a threat of additional damage due to flooding, mud and debris flows. Buyers should consult local and county agencies, such as Department of Public Works www.dpw.lacounty.gov//wrd/fire, and the City of Santa Clarita Website http://readyforrain.santa-clarita.com/. Buyer is advised to consult insurance professionals regarding availability of insurance coverage and all options for subject property.

26. **Private Waste Disposal Systems:** This disclosure is in addition to the Statewide Buyer and Seller Advisory: Buyer and Seller are aware that the Property may be serviced by a private waste disposal system (the "System") consisting of a septic tank, cesspool, seepage pits, distribution box, leach field/trenches, leach lines or a combination of such mechanisms. No representation or warranty is made by Seller or Broker concerning the condition, operability, size or capacity of the System, nor whether the System is adequate for use by the intended occupants of the Property. Buyer is aware that a change in the number of occupants or in the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall may also affect the efficiency of the System.

Therefore, Buyer should obtain an independent evaluation of the System by a qualified sanitation professional as a part of Buyer's inspection/contingency period. Buyer should verify with the Septic Inspector if septic report includes the tank only, or other additional components of the septic system such as pit(s), and leach field(s), leach trenches, etc. In some cases, Buyer's lender may require a System inspection. Other System related costs may arise, including but not limited to, locating, pumping or providing outlets to the ground level. **BUYER AND SELLER ARE AWARE THAT ALL OF THESE COSTS ARE NEGOTIABLE BETWEEN BUYER AND SELLER.**

Broker is unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. Many factors, including but not limited to natural forces, age, deterioration of materials and the load imposed on the System can cause the System to fail at any time. In the event an existing septic system fails in the future, the System may be required to be upgraded to current health department standards. This could result in additional permits, geological/soils reports, design, and installation costs as well as the possibility of requirements to hook into a public sewer if available.

27. **Propane Gas:** Buyer is aware many properties are or may be served by Propane Gas delivered by a company into tanks that are usually rented. Buyer is advised that gas appliances like, but not limited to, clothes dryers, ranges, water heaters, barbeques originally designed and built for operation with natural gas may have to be modified to operate with Propane Gas. Not all appliances may be equipped to operate with Propane Gas nor be able to be modified and Buyers should consult appropriate professionals regarding appliances and propane gas. Sellers are responsible for any outstanding balances on propane accounts and shall be paid in full prior to closing. Any propane in the tank will be considered part of the sale. Unless otherwise written and agreed to, Seller shall provide sufficient propane for inspections and final walk thru prior to closing. Seller shall turn over any paperwork or information regarding the propane tank and Buyer is advised to contact the company, within their contingency time frame, regarding transferability and is advised to transfer propane along with any other utilities into their name prior to possession of Subject Property.

28. **Proximity to Dam(s)/Lakes:** The Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities are in close proximity to existing dams and lakes including, but not limited to, Castaic Lake, Pyramid Lake, Elizabeth Lake, Lake Hughes and Bouquet Reservoir, Lake Palmdale, and Fairmount Reservoir. Buyer should investigate the proximity of the Subject Property to any such facilities and any potential effects they may have on the Subject Property.

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29. **Proximity to Electrical Power Lines:** There are high-voltage electrical lines that can, in some cases, run adjacent to rural and/or residential properties. There can be, including, but not limited to, additional switching stations added, updating of power lines and towers, increasing sizes and/or conductors, etc. One such project is called "Barren Ridge" and more information regarding this project can be obtained by calling 877-440-3592 or on line at www.ladwp.com/barrenridge.

30. **Rent Control/Just Cause Eviction and Tenant Protection Bills:** The State of California and Local Cities and Counties have enacted several bills into law regarding rent control, just cause eviction and other tenant protections. Buyer is advised to conduct their own independent investigation, and to contact their own independent legal counsel, to determine if these laws or others apply to their individual circumstance and/or if they may be exempt. Brokers and Agents are not qualified to advise Sellers or Buyers regarding these matters.

31. **Rental/Leased Equipment:** The Property may be equipped with certain rental/leased equipment, such as but not limited to, alarm system, home automation/smart home devices, solar systems or water softening device. Buyer shall investigate with Seller whether Seller owns the equipment, the systems or rents the same. If not owned by Seller, the systems may not be transferred to Buyer without Buyer entering into a separate rental agreement with the rental company involved. Buyer is advised that the cost to assume a rented or leased item may affect their loan qualification.

32. **Review of Preliminary Title Report and Easements:** Buyer is advised to read and review all documents that may impact the title, use or possession of the Subject Property, and to have a physical inspection of the Subject Property for possible easements or encroachments, including without limitations roads, paths, structures, utility devices and other improvements. The Broker(s) have not verified, and are not qualified to verify, whether recorded or unrecorded documents or easements or encroachments affect the title, use or possession of the Subject Property. Buyer is strongly urged to employ appropriate competent professional(s) such as civil engineer(s), surveyor(s) and general contractor(s) to review all issues that may impact title, use or possession of the Subject Property. Buyer may also contact the title company to discuss title and the title policy being issued for the Subject Property and about the availability, coverage and cost of other title policies and/or endorsements that may provide a higher degree of coverage for Subject Property. Buyer is advised they may request from the title company color-coded easement maps with regard to the Subject property and various easements, as well as request a hyperlinked Preliminary Title Report and all recorded documents found on the prelim to review and investigate during their inspection contingency timeframe per contract.

33. **Road Maintenance:** Various properties may be on dirt roads, private roads and may or may not have road maintenance agreements in writing as to who maintains the road(s) and cost of maintenance. Buyer is advised to review the preliminary title report for any recorded document that may be recorded relating to road maintenance and inquire of Seller who maintains road(s) and costs involved in road maintenance and to seek independent legal advice regarding any agreements or lack thereof.

34. **Sediment Placement Sites (SPS):** Buyer is advised the Subject Property may be in the vicinity of a current or future Sediment Placement Site (SPS). The Los Angeles County Flood Control District has established these sites to place the sediment being removed from debris basins throughout Los Angeles County. These sites are designed for putting soil and rock only and not for dumping garbage or any other materials. Currently there are approximately 20 active SPSs throughout Los Angeles County with seven located within or near the boundaries of the San Fernando and Santa Clarita Valley, with additional sites proposed for the future. Such SPS sites currently exist in Sylmar (May Canyon), Chatsworth (Brown), Santa Clarita (Wildwood), Toluca Lake (Aqua Vista), and Sunland/Tujunga (Zachau, La Tuna, Blue Gum). A map of these SPS sites may be found at https://dpw.lacounty.gov/wrd/sediment/maps/index.cfm. Buyer agrees to make their own investigation of these sites, and their effects, if any, on the value, use, and enjoyment of the Subject Property.

35. **Sewage/Waste Disposal System:** Buyer shall conduct Buyer's own independent investigation as to the type and adequacy of the sewage/waste disposal system for the Subject Property. Broker makes no representation as to the existence and/or condition of the sewage/waste disposal system. Seller and Buyer should further note that the existence of a Sewer Permit does not guarantee that a property is connected to a Sewer.

36. **Unmanned Aircraft Systems (UAS) Drones:** Buyer is aware that the use of drones may be limited due to airspace restrictions in the Antelope and Santa Clarita Valleys. Buyer is advised to conduct their own independent investigation. For FAA requirements visit https://www.faa.gov/uas/ or download the FAA mobile app B4UFLY to verify restricted areas.

37. **Water System/Water Availability Investigation:** Buyer should determine the property's water source (i.e. if the Property has a public water source or other water delivery system, such as a mutual water company or well water system.)

If the Property is serviced by a mutual water company, Buyer is advised to conduct Buyer's own independent investigation of the financial solvency of the mutual water company and the reliability and quality of its water service. Buyer should also investigate what private conditions and approvals may be imposed by private water companies.

If the Property is not on a city, mutual water company, or equivalent water system, Buyer should read the Statewide Buyer and Seller Advisory. Buyer should determine whether water of sufficient quality and quantity will reliably be supplied to the Property. If the Property is serviced by a water well (on or off the Property), Buyer is advised to conduct an inspection and certification of the well servicing the Property to reveal both the condition of the well and the quality of the water. Buyer is aware that the quantity, quality and/or source of a well or wells located on or servicing the Property cannot be guaranteed, and may fluctuate from time to time and/or may go dry. Water wells can be costly. Other conditions may apply, including but not limited to the requirement of the development of public water systems within an area that becomes publicly funded by residents.

Buyer should consult appropriate professionals and the Los Angeles County Department of Public Health to satisfy any and all concerns with regard to wells and County guidelines and rules for issuing permits now and in the future. For more information, go to: http://publichealth.lacounty.gov/eh/EP/dw/dw_well_water_owner.htm.

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Additionally, if a well is shared, there may or may not be a shared well agreement in place. Buyer is advised to check with Seller and the Title Company whether any document exists with regard to a shared well, seek their own independent legal advice about the agreement or lack thereof and what this may mean for Subject Property now and in the future.

Buyer is notified that there has been an adjudication of water rights in what is known as the **Antelope Valley Ground Water Basin**. The Antelope Valley Watermaster is charged with administering adjudicated water rights and managing groundwater resources within the adjudicated portion of the Antelope Valley. To obtain information in regarding your water rights, contact the Watermaster at https://avwatermaster.net/about-us/ or call 661-234-8233.

Buyer is hereby expressly notified that construction of new commercial and industrial facilities and residential dwellings may be prohibited to land serviced by non-conforming water systems, such as "hauled" water, irrigation ditch water and public or community water systems that do not meet current legal Standards. Buyer is advised that lack of an adequate water supply may result in the denial of building permits for new construction on the Property, or for any additions or remodeling desired by Buyer to existing structures on the Property, as well as future effects including but not limited to possible increase in costs, future sale issues, future loan/refinance issues.

38. **Weather/Fire Protection/Emergency Health Transportation Issues**: Certain Rural property areas and Antelope Valley and the surrounding unincorporated communities may have icy and/or snow-covered roads and homes may need winterizing during winter months. Due to weather conditions, there may be power outages from time to time and highways may be closed for periods of time. Since some properties may be in mountainous and/or outlying areas, residents need to be aware of local fire protection procedures concerning their property and safety in these areas. Many areas also have brush clearance requirements and owners may be cited for non-compliance. Properties in the Rural Area may be covered by Cal Fire and not Local or County Fire services. Emergency response times may be lengthy due to rural location and/or weather conditions. Buyer is advised to investigate these matters with appropriate entities and agencies to satisfy any and all concerns.

39. **Wildlife:** Buyer has been informed various types of wildlife appear in residential neighborhoods throughout the Santa Clarita Valley, Antelope Valley and the surrounding unincorporated communities. Coyotes, bobcats, undomesticated cats, snakes, owls, and other birds of prey as well as other such wildlife may be injurious to people, property, pets, and small children. Buyer is advised to investigate this matter during their inspection contingency period.

40. **Wood Burning Stoves/Fireplaces:** Certain areas may have regulations currently in place or may have in the future which could restrict or prohibit the use of indoor and outdoor residential wood burning in wood burning stoves and/or fireplaces due to fire hazards and/or air quality matters. Certain properties may be exempt, such as, but not limited to mountain communities, homes that rely on wood as sole source of heat, low-income households, and those without natural gas service. For more information go to www.aqmd.gov or check with local and county entities for any regulations relating to the Subject Property.

41. **Wood Destroying Pest Reports:** In the event that Seller obtains more than one Wood Destroying Pest report pursuant to the current sale of Subject Property, Seller is required to provide copies of all such reports to the Buyer. If there is more than one report, Seller shall notify Buyer which company will be doing any corrective work and issuing the clearance. Seller's ability to comply with the Wood Destroying Pest provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is aware the Structural Pest Control Report deals with wood destroying pests including termites and does not apply to the presence or absence of rodents, insects, or any other such "pests".

Santa Clarita Valley Disclosures

1. **Bermite:** Whittaker-Bermite is an approximately 1000-acre site adjacent to Circle J Ranch on the south, Soledad Canyon on the north, Golden Valley Road on the east, and Railroad Avenue on the west. This former munitions testing and manufacturing site has had contamination issues to soil and groundwater by perchlorates and other compounds. Certain water wells were shut down and clean-up efforts of the land continued for years and have been completed for future development by possibly Urban West to be called "Sunridge", which may include but is not limited to residential homes, commercial spaces, amphitheater, and park. However, cleanup efforts of the water wells may continue for years to come. There have been various plans for developments on the books since around May 1995. Included in the plans for development is the extension of Via Princessa from the 14 Freeway side through to the Circle J Ranch side and other changes. Exact timeline for future development is unknown at this time. For more information go to www.whittakerbermite.com or www.Santa-Clarita.com.

2. **Cogeneration and Operational Power Plants:** Buyer is advised there are cogeneration and operational power plants which utilize various fuels to produce electricity for on-site and off-site purposes. These plants are located in various areas, including but not limited to two plants in Placerita Canyon, Pitchess Detention Center in Castaic, Val Verde, Saugus, and Valencia. More information and lists of other possible plants can be found on the California Energy Commission website at www.energy.ca.gov.

3. **Hasley Canyon Area:** Buyer is advised there are future developments in the area of Hasley Canyon that may create future changes and additions to the area. There have been "discussions" and "meetings" relating to a possible bridge going in at Hasley and Sloan Canyon related to home developments in the area. There are various developments and projects going in Hasley Canyon. Brokers nor Agents have verified any information nor specifics of developments and projects, so Buyer should fully investigate with appropriate professionals and entities including but not limited to the Castaic Town Council, LA County Building and Safety and Planning Departments to satisfy and any all concerns. There is a low point in the roadway at Hasley and Del Valle that can flood during heavy rains and create dangerous conditions forcing the possibility of road closure in this area. Buyers are advised this may affect the Subject Property.

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4. **Henry Mayo Newhall Memorial Hospital and Expansion:** Henry Mayo Newhall Hospital is a Level II Trauma Center. Emergency vehicles and air transport by helicopter are used to transport patients to the facility 24 hours per day. Buyer is advised the Henry Mayo Newhall Memorial Hospital is in the process of expanding the campus to include additional buildings and facilities. For additional information Buyer is advised to contact Henry Mayo Newhall Memorial Hospital and The City of Santa Clarita for the current status of the expansion, additional expansion information, and how these may affect the Subject Property. Buyer is advised to make an independent and complete investigation of the effects, if any, on the value, use, and enjoyment of the Subject Property.

5. **Mall Changes:** Santa Clarita has a mall that has been called Westfield Town Center Mall located between Valencia Boulevard and Magic Mountain Parkway. The entire area of the mall and parts of surrounding areas will be redesigned for mixed use of residential, commercial and entertainment facilities due to the sale of the mall by Westfield. Buyer is advised to investigate during their inspection contingency. For More Information go to: https://santaclarita.gov/planning/environmental-impact-reports-completed/town-center-specific-plan-2/
https://filecenter.santa-clarita.com/Planning/2024/05/TCSP%20CHAPTERS%201-3%20COMBINED_SCREEN.pdf

6. **Natural Gas Storage:** There are Natural Gas Storage facilities within the City of Santa Clarita and in unincorporated areas, including but not limited to Honor Rancho near Castaic. Buyer is advised to consult appropriate entities and professionals regarding natural gas storage sites that may affect Subject Property. For more information go to: https://www.conservation.ca.gov/calgem/Pages/UndergroundGasStorage.aspx and https://santaclarita.gov.

7. **Oil Derricks & Pollutants and Toxins:** Buyer is advised some known and/or alleged oil derricks and/or pollutants and toxin problems that may be around the area. Information can be found online at https://www.conservation.ca.gov/CalGEM.

8. **Placerita Canyon (West of 14 Freeway), Vista Tract Valle Del Oro/Flaxwood/Trumpet, etc., Hidden Knoll, Latana Hills Tracts re: Gate Cards/Dockweiler Extension/Future Changes:** Buyer is advised there is a gate at Placerita Canyon west of Sierra Highway and the 14 Freeway. Buyers who purchase homes in this area of Placerita Canyon should be aware there are requirements and a fee for gate access/cards. In addition, there are certain community standards for this side of Placerita Canyon area, future road changes and development. There are future changes to roadways on the West side of Placerita Canyon including but not limited to Dockweiler, currently a dead-end street on the East side, which is off Sierra Highway and dead ends around Valle Del Oro and the Hidden Knoll Tract of homes will eventually be a through street and widened which may impact parking that now occurs on Dockweiler and other streets for condos and apartments in that area. This will connect to 13th Street and there have been plans at one time to ask the railroad entities to allow for widening of 13th Street and changes to the area and roads. The open field at 13th, Arch and Alderbrook was approved to become a movie studio but as of late 2024, the land was put up for sale and it is unknown the future development that may take place in this area and on this land. Buyers may contact the City of Santa Clarita for more information and current updates.

Additionally, Placerita Canyon has continued changes due to The Masters University growth under an extensive Master Plan which has been extended, including but not limited to land being bought to build additional homes and structures including but not limited to a cathedral type chapel built between Placeritos and Placerita Canyon near Aden Avenue and west of Meadview. More information can be obtain through the City of Santa Clarita or at https://filecenter.santa-clarita.com/Planning/Master's%20University%20Master%20Plan%20-%202019.pdf.

Placerita Canyon has its own website http://www.pcpoa.com for more information and updates on the Canyon, public meetings and status of projects. Buyer can also contact the City of Santa Clarita for any and all projects within City limits. Buyers are advised to fully investigate during their investigation period in the Agreement to assess how future changes may impact Subject Property.

9. **Porter Ranch/Aliso Canyon Disclosure:** Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, Buyer is informed that The Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oil wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and Brokers and their Agents do not have the expertise to advise.

Buyer is advised to investigate this matter during buyer's investigation contingency period. Buyer is advised to check with the appropriate county and city departments to obtain information regarding current status on any projects and regarding any impact, including but not limited to potential environmental impact of said drilling and more information may be obtained at http://www.caloes.ca.gov. (Search Aliso Canyon)

Buyer is advised that there was a major gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, released large quantities of methane gas. During the time of the leakage, residents of Porter Ranch complained of health issues including nausea, headaches, and nosebleeds. The gas company indicated that the leak began on or around October 23, 2015 and continued until on or around February 11, 2016. There are claims that additional leaking has occurred after the February 11, 2016 date. Seller and Brokers and their Agents do not possess the expertise to advise the Buyer on the impact of this leak on the subject property. Buyer is advised to do their own investigation of this matter during buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at 888-700-9995 and the Southern California Gas Company at 800-427-2000 for further information. Buyer is advised to investigate on any impact said oil wells may have on the Subject Property during their investigation period in the agreement.

10. **Sand and Gravel Mining Operation Proposal:** Buyer is advised there is a proposal to expand the sand and gravel mining operation with appurtenant facilities, located at 12101 Soledad Canyon Road, Santa Clarita, CA 91390 (commonly known as CEMEX). Concerns have been expressed by the community regarding this project with respect to the possibility of creating noise, air pollution, and increased congestion from heavy truck traffic. For more information go to santaclarita.gov.

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11. **Salt Water Pools:** The Santa Clarita Valley Sanitation District adopted an ordinance making it illegal for both new and existing "saltwater" pools to be connected to the sewer system. Buyer is advised to consult appropriate professionals and/or the Sanitation District at www.lacsd.org/chloride or call 1-877-Cut-Salt for further information regarding Salt Water Pools.

12. **Stevenson Ranch/Westridge Communities:** Buyer is advised the Law Firm Owen, Patterson and Owen filed a complaint in Los Angeles Superior Court on or around November of 2020, related to alleged violations with regard to sandblasting of two water towers located on Westridge Parkway in 2020, alleging various claims for damages. Status of the lawsuit is not known at this time. Buyer should consult Seller with regard to any current and/or past lawsuits regarding Subject Property during their investigation period in the agreement.

13. **Water Softeners**: Automatic or rock salt water softeners are illegal and banned in the Santa Clarita Valley. Door to door investigations can be made by officials and homeowners can be cited and fined up to $1,000. For more information contact the City of Santa Clarita or the Sanitation District of LA www.lacsd.org/chloride.

Acton and Agua Dulce Area Disclosures

1. **Agua Dulce Airpark/Airport:** Buyer is advised and hereby acknowledges the Subject Property may be located within close proximity to the private Agua Dulce Airpark. Buyer is hereby advised to investigate the hours of operation of the Airpark, types of aircraft (jet or otherwise) flying into and departing from the Airpark, types of flights (private or commercial) flying into and from the Airpark, flight patterns associated with the Airpark as well as any other related information concerning the actual or potential impact of the Airpark, including but not limited to any possible future expansion of the Airpark. For more information, go to www.l70airport.com.

2. **BESS- Battery Energy Storage Systems:** There are multiple and various projects associated with lithium batteries and large scale storage systems throughout Acton and Agua Dulce areas, including but not limited to The Hecate Humidor BESS is one such project, which would add approximately 300 megawatts to the grid using large lithium-ion batteries for storage, Avantus - Angeleno BESS Facility, and possibly more in the future, including but not limited to Flea Flicker-BESS, Maathai-BESS and Juniper & Quercus-BESS facilities. Buyer should fully investigate with appropriate professionals and entities to satisfy any concerns and refer to town council websites for Acton and Agua Dulce.

3. **Community Standards District:** Acton and Agua Dulce have active Town Councils and has developed a Community Standards District intended to help preserve the character of the community and addresses, including but not limited to, minimum lot size, residential and commercial development standards, street improvements, public trails, signage, the number of cargo shipping containers allowed, allowable home-based occupations, the number of dogs allowed, and the management protection of ridgelines and hillsides. Buyer should consult the Town Council, LA County Board of Supervisors, as well as Department of Regional Planning for more information and current standards and allowances pertaining to Subject Property. For more information, go to http://actontowncouncil.org/, www.adtowncouncil.com, and search planning.lacounty.gov/.

4. **Future Developments and Projects:** There continues to be growth of residential and commercial developments throughout Acton and Agua Dulce that are either already developed and/or are in the beginning to latter stages of approval. Buyer should fully investigate how any of these projects may impact Subject Property during their investigation period in the agreement including but not limited to local town meetings, local town councils, LA County Planning Department, LA County Building and Safety and other local and county agencies.

Antelope Valley Area Disclosures

1. **Airport Noise:** Buyer is advised that the Property may be situated in or near Air Force Plant 42, Edwards Air Force Base, Fox Field, Palmdale Airport, and the Rosamond Airport/Skypark, and/or the Mojave Air and Space Port, each of which facilities produce some level of aircraft traffic with resulting noise and other environmental issues. A Regional Terminal is proposed for construction at Columbia Way (Ave M) and Sierra Highway. Buyer is advised to make Buyer's own independent investigation of this during Buyer's physical inspection of the Property, if this is a matter of concern to Buyer.

2. **Antelope Valley Area Plan**: The Antelope Valley Area Plan ("Plan") was adopted June 16, 2015. The Plan is a component of the Los Angeles County General Plan that allows for more detailed policies to account for unique conditions specific to this geographical area. It is to be expected that the Plan will be updated from time to time to reflect changes in conditions in the area. The Plan has resulted in changes to previously permitted densities, imposes restrictions on property use and may otherwise impact a Buyer's intended use or development of property.

Other ordinances, either existing or proposed, such as the Significant Ecological Area Ordinance, the Renewable Energy Ordinance and the Hillside Management Ordinance may also impact the use, enjoyment and development of property in the unincorporated areas of the Antelope Valley. For more information, you are encouraged to visit: planning.lacounty.gov/.

3. **Flooding:** Flooding and flash flooding can occur throughout the Antelope Valley during storms, resulting in property damage, erosion and structural leaks.

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4. **Landscape Laws and Ordinances:** The Cities of Lancaster and Palmdale have enacted landscape installation and maintenance ordinances which require the property owner to install and maintain landscape to certain minimum standards. If the property falls below these minimum standards, the property is subject to mandatory re-landscaping to meet water efficiency requirements established by the city and the State of California. Buyer and Seller are both advised of the necessity to maintain the landscape on the property at all times using water efficiency standards imposed by the Cities and/or water district providing service to the property. It is recommended the property owner review the current landscape and water efficiency ordinances and resolutions for the City in which the property is located. It is further recommended the property owner review current water restrictions with the water purveyor for the property. These ordinances contain monetary penalties and fines for noncompliance. The ordinances may be viewed on the City websites or secured at City Hall. Unincorporated areas are subject to statewide statutes and may be subject to local water conservation standards.

5. **Protected Species:** The California Fish and Game Commission is considering placing the Western Joshua Tree on a protected list, such as the endangered species list. Under a one-year status review, the Western Joshua Tree is protected under CESA as a candidate species. If a property contains Western Joshua Trees, Buyers are encouraged to perform their inspection and investigative obligations as to whether the presence of the Western Joshua Tree might affect the Buyer's use of the property. For more information on the current status of trimming or removing Joshua Trees, please visit https://wildlife.ca.gov/Conservation/CESA/WJT. See also the Los Angeles County SEA protected tree which covers oaks, junipers, and many other local species https://planning.lacounty.gov/wp-content/uploads/2022/11/Appendix-A-SEA-Protected-Tree-List.pdf.
Los Angeles County also has an ordinance specific to Oak Trees. Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate inflict damage, or encroach into the protected zone of any tree of the oak tree genus, which is 8" or more in diameter four and one-half feet above mean natural grade or in the case of Oaks with multiple trunks a combined diameter of 12 inches or more of the two largest trunks, without first obtaining a permit. For more information visit: https://ucanr.edu/sites/oak_range/files/60602.pdf.

6. **Rental Housing License and Registration:** The Cities of Lancaster and Palmdale have enacted ordinances that require, among other things, that the owner or operator of residential rental property shall register the property with the appropriate city department, and/or secure a current rental housing business license. These ordinances provide for the inspection of the property, the payment of fees, and require that a Certificate of Inspection be secured and maintained for the property. Failure to comply with the ordinances can result in fines and other penalties. The ordinances may be reviewed on the City websites: Lancaster: www.cityoflancasterca.org Palmdale: www.cityofpalmdale.org. Unincorporated areas are subject to statewide statutes and subject to County ordinances which may also require licensing inspections and compliance.

Buyer and Seller are encouraged to read all 9 pages of this Advisory carefully.
By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 9 pages of this Advisory.

Seller acknowledges and represent they have fully and truthfully filled out this and all other disclosure documents. In addition, Seller acknowledges they did not rely upon either Broker or Agent for any information regarding this or any other disclosure document or the making, or omission, of any disclosure.

This information is true and correct to the best of my/our knowledge:

Seller Signature: Authentisign Giovanna M Spatrisano Date: 05/08/26

Seller Signature: ______________________ Date: __________

Buyer agrees to make an independent and complete investigation of the effects, if any, of the value, use, enjoyment and safety of the Subject Property regarding the items above during their investigation period specified in the Purchase Agreement. Buyer understands the items listed above are not an exhaustive list of all items that may affect the value, use, enjoyment and safety of the Subject Property, but is intended to provide some of the issues to assist them in their due diligence investigation of the property.

The real estate companies(s) and their agent(s) make no representations on these matters. As such, Buyer agrees to hold Broker(s) and Agent(s) harmless with regard to the above disclosures and information provided by the Seller, or information or disclosures the Seller has failed to provide.

Buyer Signature: ______________________ Date: __________

Buyer Signature: ______________________ Date: __________

SOUTHLAND REGIONAL ASSOCIATION OF REALTORS®, INC.

Seller's Common Interest and Homeowners Association (HOA) Disclosure

For Use on Properties Located in a Condominium or Planned Unit Development

Property Address: 23439 Avenida Rotella, Santa Clarita, CA 91355 (Property/Unit)

This Disclosure is for **HOA #** ______ **of** ________, and, [ ] If Checked, there is an additional HOA that covers this property and a separate Seller's Common Interest and HOA Disclosure is attached for that HOA.

Seller(s): Please complete the information below to the best of your knowledge:

1) **Homeowners Association / Management Company**
   Community / HOA Name: Old Orchard 1
   Management Company Name: INFINITY PROPERTY SERVICES
   Community Manager Name:
   Mailing Address: Old Ochard I, 27202 Turnberry Lane, STe 210
   City: Valencia State: CA Zip: 91355
   Office Phone: 661-257-2452 Email: Care@uosnabage.com

GMS

2) **Current Amount of the Homeowners Association Dues (DUES):** 800
   a) DUES area paid: [ ] Monthly [GMS] Quarterly [ ] Semi-Annually [ ] Yearly
   b) Are the DUES Current? [ ] Yes [GMS] No
   c) Is any portion of the DUES a special assessment? [ ] Yes [GMS] No [ ] Unknown If YES, see item 11 below
   d) Are you aware of any pending or anticipated change in the DUES, or any future special assessment in the Community?
   [ ] Yes [GMS] No [ ] Unknown If YES, see item 11 below

Buyer is advised that the amount of the HOA DUES and any assessments are as of the date the Seller(s) completed this form. They may increase from their current amounts, and/or the HOA may implement special assessments in the future. Buyer is advised to check with the HOA Management and/or Property Management Company regarding the current and/or future dues or assessments. Buyer should read all the HOA documents carefully.

3) Are you aware of any litigation, settlements, judgments or other legal matters involving the Homeowners Association?
   [ ] Yes [GMS] No [ ] Unknown If YES, see item 11 below

4) Parking: What parking facilities does this property provide?
   [2] Garage Parking # of Garage Spaces 2 Garage Space #'s ________ Tandem Parking [ ] Yes [ ] No
   [ ] Carport Parking # of Carport Spaces ____ Carport Space #'s ________ Tandem Parking [ ] Yes [ ] No
   [ ] No Parking [ ] Other ________
   Are there any parking restrictions? [ ] YES [ ] NO [ ] Unknown If YES, see item 11 below

5) Have you ever been notified of a violation on this Property? [ ] YES [GMS] NO If YES, see item 11 below

6) Are you aware of any pending or proposed maintenance or repair projects that may affect this Property, the Community or Common Areas? [ ] YES [✓] NO If YES, see item 11 below

7) Are you aware of any nuisances or other factors that affect this Property or the Common Areas?
   [ ] YES [GMS] NO If YES, see item 11 below

8) Smoking Restrictions:
   Are you aware of any restrictions on smoking including in the unit, patio/balcony, or common area?
   [ ] YES [✓] NO If YES, see item 11 below

9) Are you aware of any short-term rental restrictions for this Property?
   [ ] YES [GMS] NO If YES, see item 11 below

10) Are you aware of any other rental restrictions of any nature for the Property?
   [ ] YES [✓] NO If YES, see item 11 below

Buyer Initials ( ) ( ) Seller Initials (GMS) ( )

Revised April 22, 2019

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11) Explanations: If the answer to questions 2 – 10 above was YES, respond to each question. Please include copies of receipts or documents supporting any explanation for the Buyer(s) review. ______________________________ or [ ] (If checked) Attached is an Addendum with the Seller's answers and explanations.

12) **Homeowners Association Document Fees:** Buyer and Seller are aware that the fee for the Common Interest Disclosures may be required to be paid up front by the party designated in the Purchase Agreement. Buyer and Seller are aware that the Purchase Agreement states that the Seller has three (3) days after acceptance of an offer to request the Common Interest Disclosures from the HOA.

13) **Community Keys and Access:**
Seller has the following:

[ ] Key(s) # ________ For: ________
[ ] Cards# ________ For: ________
[ ] Fob(s) # X For: 1
[ ] Remote(s) # ________ For: ________
[ ] Other ________

GMS

Seller(s) are aware that they may be required to pay a fee to the HOA/Community/Management regarding the above means to access Common Area Facilities previously issued that Sellers do not currently have in their possession. Buyer(s) are aware that they may be required to pay a fee or make a deposit to the HOA/Community/Management to obtain keys or other means to access Common Area Facilities. Buyer(s) are advised to verify with the HOA/Community/Management the cost and method to obtain keys or other means to access the Common Area Facilities. Seller(s) and Buyer(s) can also verify with Escrow what any Demand Document may state regarding the above.

14) **Utilities:**

Cable/TV	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[ ] Billed Directly by Utility
Electricity	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[✓] Billed Directly by Utility
Gas	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[✓] Billed Directly by Utility
Sewer	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[ ] Billed Directly by Utility
Trash	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[ ] Billed Directly by Utility
Water	[ ] Included in DUES	[ ] Sub-Metered / Billed with DUES	[ ] Billed Directly by Utility

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15) **Roof:**
[ ] Common / Shared Roof [✓] Individual Roof [ ] ________
[ ] Roof Maintenance is Included in HOA Dues [ ] Roof Maintenance is Not Included in HOA Dues

16) **Items Included in DUES for this Property/Unit:**

[ ] Alarm System
[ ] Building Insurance *
[ ] Building Earthquake Insurance*
[ ] Cable TV
[ ] Exterior Building Maintenance
[ ] Front Yard Landscaping / Maintenance
[ ] Gardener / Landscape Maintenance
[ ] Hot Water
[ ] Landscape / Greenbelt Maintenance
[ ] Maid/Cleaning Service
[ ] None
[ ] Pest Control
[✓] Other Common Area Only

*Buyer(s) should be aware that Insurance is for the Exterior Structure of the complex and exterior of the unit only. Buyer(s) is advised to investigate all insurance options with an insurance professional for interior of the unit, buyer's personal property and any uncovered items.

17) **Items Included in HOA Dues for the Common Areas:**

[ ] Alarm System for Common Areas
[ ] Cable TV for Common Areas
[ ] Curbs
[ ] Earthquake Insurance for Common Areas
[ ] Electricity for Common Areas
[ ] Gas for Common Areas
[ ] Insurance for Common Areas
[✓] Landscape / Greenbelt Maintenance
[ ] Maintenance for Common Areas
[ ] Pest Control for Common Areas
[ ] Private Road Maintenance
[ ] Sewer for Common Areas
[ ] Sidewalks
[ ] Street Lights
[ ] Trash for Common Areas
[ ] Water for Common Areas
[ ] Maid / Cleaning Service for Common Areas
[ ] Hot Water for Common Areas
[✓] Other Pool / ClubHouse
[ ] Other ________
[ ] Other ________

Buyer Initials (   ) (   )   Seller Initials (   ) (   )

Property Address: 23439 Avenida Rotella, Santa Clarita, CA 91355

18) **Association / Community Amenities:** (Check all that apply)

[ ] 24 Hour Security
[ ] Barbecue(s)
[ ] Banquet Facilities
[ ] Basketball Court(s)
[ ] Biking Trails
[ ] Billiard Room
[ ] Boathouse
[ ] Bocce Ball Court(s)
[ ] Business Center(s)
[ ] Cabana
[ ] Car Wash Area
[ ] Coin Laundry
[ ] Card Room
[ ] Clubhouse
[ ] Community Garden
[ ] Concierge
[ ] Controlled Access
[ ] Dock
[ ] Dog Park/Area
[ ] Elevator(s)
[ ] Fire Pit(s)
[ ] Fitness Center(s)
[ ] Game Room
[ ] Gated Community
[ ] Golf Course
[ ] Greenbelt(s)
[ ] Guard Gated Entry
[ ] Gym/Exercise Room
[ ] Hiking Trails
[ ] Horse Trails
[ ] Jogging Path/Track
[ ] Kennel
[ ] Lake
[ ] Laundry Room(s)
[ ] Maid Service
[ ] Meeting Room(s)
[ ] None
[ ] Onsite Property Management
[ ] On Site Security
[ ] Other Type of Court(s)
[ ] Outdoor Cooking Area
[ ] Park(s)
[ ] Paseos / Walkways
[ ] Pets Not Permitted
[ ] Pets Permitted
[ ] Pet Rules Apply
[ ] Pet Weight Limit
[ ] Paddle Tennis Court(s)
[ ] Picnic Area(s)
[ ] Pier
[ ] Playground(s)
[ ] Racquetball Court(s)
[ ] Recreational / Multipurpose Room
[ ] Resident Manager
[ ] Restaurant
[ ] Roof Deck
[ ] RV/Boat Storage
[ ] Sauna(s)
[ ] Service Elevator(s)
[ ] Shuffleboard Court
[ ] Ski Accessible
[ ] Snow Removal
[✓] Swimming Pool(s)
[ ] Security Patrol
[ ] Spa / Hot Tub
[ ] Sport Court(s)
[ ] Storage Area(s)
[ ] Technology / Business Center
[ ] Tennis Court(s)
[ ] Volleyball Court(s)
[ ] WiFi Access

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Buyer(s) and Seller(s) acknowledge receipt of this Common Interest Disclosure

Seller(s) acknowledge and represent that they have fully and truthfully filled out this disclosure, and all other disclosure documents, to the best of their knowledge. In addition, Seller(s) acknowledge that they did not rely upon either broker or their agents for any information regarding the filling out of this, or any other disclosure document, or the making or omission of any disclosure.

Seller Signature: Giovanna M Spatrisano **Date:** 5/3/26

Seller Signature: ____________________ **Date:** __________

Buyer(s) are advised that there may be issues that impact the Buyer(s) and the subject property relating to the following; insurance, the existence of pending or future lawsuits, current or future assessments, and other matters that may impact Buyer(s) and/or the property. Buyer(s) shall take all necessary steps to identify and evaluate any such issues.

Buyer(s) are hereby advised to contact the Homeowners Association and/or Management Company regarding the information above and/or any other questions regarding the property and/or the tract / development. The real estate companies and agents make no representations as to the accuracy of this information and Buyer(s) agree to hold the Brokers, Agents, and Real Estate Companies harmless with regard to any representations and disclosures made in this document. Brokers and their agents have not, and will not, independently verify this information and Brokers and their agents have made no other disclosures or representations regarding the issues contained in this document unless such disclosures have been made in writing in the Agent's Visual Inspection Disclosure or other document.

I have received, read and acknowledge receipt of a copy of this information:

Buyer Signature: ____________________ **Date:** __________

Buyer Signature: ____________________ **Date:** __________